

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2024  
OR

OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

(Commission file number)

**Kyndryl Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware** **86-1185492**  
 (State or other jurisdiction of incorporation or organization) (IRS employer identification number)

(State or other jurisdiction of incorporation or organization) (IRS employer identification number)

One Vanderbilt Avenue, 15th Floor  
New York, New York 10017

(Address of principal executive offices) (Zip Code)

(1)  $\mathcal{A} = \{A_1, \dots, A_n\}$  is a  $\mathcal{P}$ -family of  $n$  subsets of  $\Omega$  if and only if

**212-896-2098**  
(Registrant's telephone number, including area code)

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading symbol(s)	Name of each exchange on which registered
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Common stock, par value \$0.01 per share	KD	New York Stock Exchange
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Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a

smaller reporting company, and emerging growth company in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐  
Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

Large accelerated filer ☒ Accelerated filer ☐  
Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐

Act). Yes ☐ No ☒

The number of shares of the registrant's Common Stock, par value \$0.01 per share, outstanding at July 31, 2024 was

231,207,484.

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**Part I - Financial Information**

**Item 1. Consolidated Financial Statements (Unaudited):**

**KYNDRYL HOLDINGS, INC.**  
**CONSOLIDATED INCOME STATEMENT**  
(In millions, except per share amounts)  
(Unaudited)

	Three Months Ended June 30,	
	2024	2023
<b>Revenues</b>	\$ 3,739	\$ 4,193
Cost of services	\$ 2,934	\$ 3,449
Selling, general and administrative expenses	657	720
Workforce rebalancing charges	36	58
Transaction-related costs	20	42
Interest expense	28	29
Other expense	—	5
<b>Total costs and expenses</b>	\$ 3,675	\$ 4,302
<b>Income (loss) before income taxes</b>	\$ 64	\$ (109)
<b>Provision for income taxes</b>	\$ 53	\$ 32
<b>Net income (loss)</b>	\$ 11	\$ (141)
Basic earnings (loss) per share	\$ 0.05	\$ (0.62)
Diluted earnings (loss) per share	\$ 0.05	\$ (0.62)
Weighted-average basic shares outstanding	230.5	227.9
Weighted-average diluted shares outstanding	235.8	227.9

The accompanying notes are an integral part of the financial statements.

**KYNDRYL HOLDINGS, INC.**  
**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (LOSS)**  
(Dollars in millions)  
(Unaudited)

	Three Months Ended June 30,	
	2024	2023
<b>Net income (loss)</b>	\$ 11	\$ (141)
<b>Other comprehensive income (loss), before tax:</b>		
Foreign currency translation adjustments:		
Foreign currency translation adjustments	(63)	(15)
Unrealized gains on net investment hedges	14	—
Total foreign currency translation adjustments	(49)	(15)
Unrealized gains (losses) on cash flow hedges:		
Unrealized gains (losses) arising during the period	(1)	15
Reclassification of (gains) losses to net income	—	(1)
Total unrealized gains (losses) on cash flow hedges	(1)	14
Retirement-related benefit plans – amortization of net (gains) losses	4	2
<b>Other comprehensive income (loss), before tax</b>	(46)	1
<b>Income tax (expense) benefit related to items of other comprehensive income (loss)</b>	(2)	(1)
<b>Other comprehensive income (loss), net of tax</b>	(48)	—
<b>Total comprehensive income (loss)</b>	<u>\$ (37)</u>	<u>\$ (141)</u>

The accompanying notes are an integral part of the financial statements.

**KYNDRYL HOLDINGS, INC.**  
**CONSOLIDATED BALANCE SHEET**  
(In millions, except per share amount)  
(Unaudited)

	June 30, 2024	March 31, 2024
<b>Assets:</b>		
Current assets:		
Cash and cash equivalents	\$ 1,269	\$ 1,553
Restricted cash	5	1
Accounts receivable (net of allowances for credit losses of \$21 at June 30, 2024 and \$22 at March 31, 2024)	1,440	1,599
Deferred costs (current portion)	1,029	1,081
Prepaid expenses and other current assets	613	514
Total current assets	\$ 4,355	\$ 4,747
Property and equipment, net	\$ 2,690	\$ 2,674
Operating right-of-use assets, net	829	864
Deferred costs (noncurrent portion)	898	920
Deferred taxes	207	220
Goodwill	786	805
Intangible assets, net	222	188
Pension assets	109	105
Other noncurrent assets	66	67
<b>Total assets</b>	<b>\$ 10,163</b>	<b>\$ 10,590</b>
<b>Liabilities:</b>		
Current liabilities:		
Accounts payable	\$ 1,337	\$ 1,408
Value-added tax and income tax liabilities	304	327
Current portion of long-term debt	130	126
Accrued compensation and benefits	414	609
Deferred income (current portion)	805	825
Operating lease liabilities (current portion)	271	285
Accrued contract costs	446	487
Other accrued expenses and liabilities	523	521
Total current liabilities	\$ 4,231	\$ 4,589
Long-term debt	\$ 3,109	\$ 3,112
Retirement and nonpension postretirement benefit obligations	492	500
Deferred income (noncurrent portion)	325	314
Operating lease liabilities (noncurrent portion)	606	622
Other noncurrent liabilities	298	332
<b>Total liabilities</b>	<b>\$ 9,062</b>	<b>\$ 9,468</b>
Commitments and contingencies		
<b>Equity:</b>		
Stockholders' equity		
Common stock, par value \$0.01 per share, and additional paid-in capital (shares authorized: 1,000.0; shares issued: June 30, 2024 – 234.6, March 31, 2024 – 233.7)	\$ 4,549	\$ 4,524
Accumulated deficit	(2,308)	(2,319)
Treasury stock, at cost (shares: June 30, 2024 – 3.6, March 31, 2024 – 3.3)	(53)	(45)
Accumulated other comprehensive income (loss)	(1,192)	(1,145)
Total stockholders' equity before non-controlling interests	\$ 996	\$ 1,015
Non-controlling interests	105	107
<b>Total equity</b>	<b>\$ 1,101</b>	<b>\$ 1,122</b>
<b>Total liabilities and equity</b>	<b>\$ 10,163</b>	<b>\$ 10,590</b>

The accompanying notes are an integral part of the financial statements.

**KYNDRYL HOLDINGS, INC.**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
(Dollars in millions)  
(Unaudited)

	Three Months Ended June 30,	
	2024	2023
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ 11	\$ (141)
Adjustments to reconcile net income (loss) to cash provided by operating activities:		
Depreciation and amortization:		
Depreciation of property, equipment and capitalized software	127	210
Depreciation of right-of-use assets	70	91
Amortization of transition costs and prepaid software	310	325
Amortization of capitalized contract costs	107	138
Amortization of acquisition-related intangible assets	7	8
Stock-based compensation	24	22
Deferred taxes	17	26
Net (gain) loss on asset sales and other	27	29
Change in operating assets and liabilities:		
Deferred costs (excluding amortization)	(363)	(418)
Right-of-use assets and liabilities (excluding depreciation)	(65)	(103)
Workforce rebalancing liabilities	7	(23)
Receivables	163	53
Accounts payable	(122)	(143)
Taxes	(9)	(25)
Other assets and other liabilities	(358)	(222)
<b>Net cash provided by (used in) operating activities</b>	<b>\$ (48)</b>	<b>\$ (173)</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures	\$ (122)	\$ (100)
Proceeds from disposition of property and equipment	24	6
Acquisitions and divestitures, net of cash acquired	(46)	—
Other investing activities, net	(22)	(19)
<b>Net cash used in investing activities</b>	<b>\$ (166)</b>	<b>\$ (113)</b>
<b>Cash flows from financing activities:</b>		
Debt repayments	\$ (38)	\$ (30)
Common stock repurchases for tax withholdings	(7)	(7)
Other financing activities, net	(6)	(1)
<b>Net cash provided by (used in) financing activities</b>	<b>\$ (51)</b>	<b>\$ (38)</b>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	\$ (17)	\$ (15)
<b>Net change in cash, cash equivalents and restricted cash</b>	<b>\$ (281)</b>	<b>\$ (339)</b>
Cash, cash equivalents and restricted cash at beginning of period	\$ 1,554	\$ 1,860
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 1,273</b>	<b>\$ 1,521</b>
<b>Supplemental data</b>		
Income taxes paid, net of refunds received	\$ 54	\$ 65
Interest paid on debt	\$ 40	\$ 46

The accompanying notes are an integral part of the financial statements.

**KYNDRYL HOLDINGS, INC.**  
**CONSOLIDATED STATEMENT OF EQUITY**  
(In millions)  
(Unaudited)

	Common Stock and Additional Paid-In Capital		Accumulated Other Comprehensive	Treasury	Accumulated	Non- Controlling	Total
	Shares	Amount	Income (Loss)	Stock	Deficit	Interests	Equity
<b>Equity – April 1, 2024</b>	230.4	\$ 4,524	\$ (1,145)	\$ (45)	\$ (2,319)	\$ 107	\$ 1,122
Net income (loss)					11		11
Other comprehensive income (loss), net of tax			(48)				(48)
Common stock issued under employee plans	0.9	25					25
Purchases of treasury stock	(0.3)			(7)			(7)
Changes in non-controlling interests						(2)	(2)
<b>Equity – June 30, 2024</b>	<u>231.0</u>	<u>\$ 4,549</u>	<u>\$ (1,192)</u>	<u>\$ (53)</u>	<u>\$ (2,308)</u>	<u>\$ 105</u>	<u>\$ 1,101</u>

  

	Common Stock and Additional Paid-In Capital		Accumulated Other Comprehensive	Treasury	Accumulated	Non- Controlling	Total
	Shares	Amount	Income (Loss)	Stock	Deficit	Interests	Equity
<b>Equity – April 1, 2023</b>	227.7	\$ 4,428	\$ (1,062)	\$ (23)	\$ (1,978)	\$ 97	\$ 1,462
Net income (loss)					(141)		(141)
Other comprehensive income (loss), net of tax			—				—
Common stock issued under employee plans	1.4	22					22
Purchases of treasury stock	(0.5)			(7)			(7)
Changes in non-controlling interests						2	2
<b>Equity – June 30, 2023</b>	<u>228.6</u>	<u>\$ 4,451</u>	<u>\$ (1,062)</u>	<u>\$ (30)</u>	<u>\$ (2,119)</u>	<u>\$ 99</u>	<u>\$ 1,338</u>

The accompanying notes are an integral part of the financial statements.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1. SIGNIFICANT ACCOUNTING POLICIES

#### Description of Business

Kyndryl Holdings, Inc. ("we", "the Company" or "Kyndryl") is a leading technology services company and the largest IT infrastructure services provider in the world, serving thousands of enterprise customers whose operations span over 100 countries. Prior to November 3, 2021, the Company was wholly owned by International Business Machines Corporation ("IBM" or "former Parent").

In November 2021, our former Parent effected the spin-off (the "Separation" or the "Spin-off") of the infrastructure services unit of its Global Technology Services segment through the distribution of shares of Kyndryl's common stock to IBM stockholders. In connection with the Separation, the Company entered into several agreements with IBM governing the relationship of the parties following the Separation. Kyndryl's stock began trading as an independent company on November 4, 2021.

#### Basis of Presentation

The accompanying Consolidated Financial Statements and footnotes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Management believes the accompanying financial statements include all adjustments necessary to present fairly the Company's financial position and its results of operations for all the periods presented. The information included in this Form 10-Q should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2024.

Within the financial statements and tables presented, certain columns and rows may not add due to the use of rounded numbers for disclosure purposes. Percentages presented are calculated from the underlying whole-dollar amounts. Certain items have been recast to conform to current-period presentation.

#### Principles of Consolidation

The accompanying financial statements are presented on a consolidated basis. All significant transactions and intercompany accounts between Kyndryl entities were eliminated.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect amounts that are reported in the consolidated financial statements and accompanying disclosures. Estimates are used in determining the following, among others: revenue, costs to complete service contracts, income taxes, pension assumptions, valuation of assets including goodwill and intangible assets, the depreciable and amortizable lives of long-lived assets, loss contingencies, allowance for credit losses and deferred transition costs. Future results may be different from these estimates.

The Company uses the estimated annual effective tax rate method in computing its interim tax provision in accordance with U.S. GAAP. The estimated annual effective tax rate is applied to the year-to-date ordinary income, exclusive of discrete items, to arrive at the reported interim tax provision.

#### Change in Accounting Estimate

In March 2024, the Company completed its assessment of the useful lives of its information technology equipment. Based on our usage experience and data analysis, the Company determined it should increase the estimated useful lives of its information technology equipment from five to six years. This change in accounting estimate became effective on April 1, 2024. Based on the carrying amount of information technology equipment included in property and equipment, net as of March 31, 2024, the effect of this change in estimate was a reduction in depreciation expense and



## **Notes to Consolidated Financial Statements (continued)**

an improvement of income before income taxes of approximately \$60 million, or \$0.27 before income taxes per basic share and \$0.26 before income taxes per diluted share, for the three months ended June 30, 2024 .

### **NOTE 2. ACCOUNTING PRONOUNCEMENTS**

#### **Recent Pronouncements**

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280) – Improvements to Reportable Segment Disclosures*, which is intended to improve reportable segment disclosures, primarily through enhanced disclosures about significant segment expenses. The guidance should be applied retrospectively, effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of this guidance on the disclosures in its consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740) – Improvements to Income Tax Disclosures*, which is intended to enhance the transparency and usefulness of income tax disclosures through improved reporting related to the rate reconciliation and income taxes paid. The guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of this guidance on the disclosures in its consolidated financial statements.

### **NOTE 3. REVENUE RECOGNITION**

#### **Disaggregation of Revenue**

The Company views its segment results to be the best view of disaggregated revenue. Refer to Note 4 – Segments.

#### **Remaining Performance Obligations**

The remaining performance obligation ("RPO") represents the aggregate amount of contractual deliverables yet to be recognized as revenue at the end of the reporting period. It is intended to be a statement of overall work under contract that has not yet been performed and does not include contracts for which the customer is not committed. The customer is not considered committed when it is able to terminate for convenience without payment of a substantive penalty. The RPO also includes estimates of variable consideration. RPO estimates are subject to change and are affected by several factors, including terminations, changes in the scope of contracts, periodic revalidations, adjustments for revenue that has not materialized and adjustments for currency.

At June 30, 2024, the aggregate amount of RPO related to customer contracts that are unsatisfied or partially unsatisfied was \$31.6 billion. Approximately 59 percent of the amount is expected to be recognized as revenue in the subsequent two years, approximately 34 percent in the subsequent three through five years, and the balance thereafter.

During the three months ended June 30, 2024 and June 30, 2023, revenue increased by \$ 11 million and \$11 million, respectively from performance obligations satisfied (or partially satisfied) in previous periods, mainly due to changes in estimates on contracts with cost-to-cost measures of progress.

## Notes to Consolidated Financial Statements (continued)

### Contract Balances

The following table provides information about accounts receivable, contract assets and deferred income balances:

(Dollars in millions)	June 30, 2024	March 31, 2024
Accounts receivable (net of allowances for credit losses of \$ 21 at June 30, 2024 and \$22 at March 31, 2024) *	\$ 1,440	\$ 1,599
Contract assets **	40	30
Deferred income (current)	805	825
Deferred income (noncurrent)	325	314

\* Included unbilled receivable balances of \$343 million at June 30, 2024 and \$377 million at March 31, 2024.

\*\* Contract assets represent goods or services delivered by the Company which give the Company the right to consideration that is typically subject to milestone completion or client acceptance and are included within prepaid expenses and other current assets in the Consolidated Balance Sheet.

The amount of revenue recognized during the three months ended June 30, 2024 and June 30, 2023 that was included within the deferred income balance at March 31, 2024 and March 31, 2023 was \$321 million and \$188 million, respectively.

The following table provides roll-forwards of the accounts receivable allowance for expected credit losses for the three months ended June 30, 2024 and 2023:

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Beginning balance	\$ 22	\$ 32
Additions (releases)	(3)	(1)
Write-offs	2	(3)
Other *	—	1
Ending balance	\$ 21	\$ 29

\* Primarily represents currency translation adjustments.

The contract assets allowance for expected credit losses was not material in any of the periods presented.

### Major Clients

No single client represented more than 10 percent of the Company's total revenue during the three months ended June 30, 2024 and 2023. Other than receivables due from our former Parent, no single client represented more than 10 percent of the Company's total accounts receivable balance as of June 30, 2024 and March 31, 2024, respectively.

### Deferred Costs

Costs to acquire and fulfill customer contracts are deferred and amortized over the contract period or expected customer relationship life. The expected customer relationship period is determined based on the average customer relationship period, including expected renewals, for each offering type and ranges from three to six years. For contracts with an estimated amortization period of less than one year, we elected the practical expedient to expense incremental costs immediately.

## Notes to Consolidated Financial Statements (continued)

The following table provides amounts of capitalized costs to acquire and fulfill customer contracts at June 30, 2024 and March 31, 2024:

(Dollars in millions)	June 30, 2024	March 31, 2024
Deferred transition costs	\$ 726	\$ 753
Prepaid software costs	730	770
Capitalized costs to fulfill contracts	213	212
Capitalized costs to obtain contracts	258	265
Total deferred costs *	<u>\$ 1,927</u>	<u>\$ 2,000</u>

\* Of the total deferred costs, \$1,029 million was current and \$898 million was noncurrent at June 30, 2024, and \$1,081 million was current and \$920 million was noncurrent at March 31, 2024.

The amount of total deferred costs amortized for the three months ended June 30, 2024 was \$417 million, composed of \$238 million of amortization of prepaid software, \$72 million of amortization of deferred transition costs and \$107 million of amortization of capitalized contract costs. The amount of total deferred costs amortized for the three months ended June 30, 2023 was \$463 million, composed of \$241 million of amortization of prepaid software, \$85 million of amortization of deferred transition costs and \$138 million of amortization of capitalized contract costs.

### NOTE 4. SEGMENTS

Our reportable segments correspond to how the chief operating decision maker ("CODM") reviews performance and allocates resources. Our four reportable segments consist of the following:

**United States:** This reportable segment is comprised of Kyndryl's operations in the United States.

**Japan:** This reportable segment is comprised of Kyndryl's operations in Japan.

**Principal Markets:** This reportable segment represents the aggregation of our operations in Canada, France, Germany, India, Italy, Spain / Portugal, and the United Kingdom / Ireland.

**Strategic Markets:** This reportable segment is comprised of our operations in all other countries in which we operate.

The Company made a minor change to its geographic reportable segments effective June 1, 2024 to reflect how the Company manages its operations and measures business performance, transitioning the reporting and management of its operations in Australia/New Zealand from the Principal Markets segment to the Strategic Markets segment. All historical segment information has been recast to reflect this change.

The measure of segment operating performance used by Kyndryl's CODM is adjusted EBITDA. Adjusted EBITDA is defined as net income (loss) excluding income taxes, interest expense, depreciation and amortization (excluding depreciation of right-of-use assets and amortization of capitalized contract costs), charges related to ceasing to use leased and owned fixed assets, charges related to lease terminations, transaction-related costs, pension expenses other than pension servicing costs and multi-employer plan costs, stock-based compensation expense, workforce rebalancing charges incurred prior to March 31, 2024, impairment expense, significant litigation costs and benefits, and currency impacts of highly inflationary countries. The use of revenue and adjusted EBITDA aligns with how the CODM assesses performance and allocates resources for the Company's segments.

Our geographic markets frequently work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating geographic markets. The economic environment and its effects on the industries served by our geographic markets affect revenues and operating expenses

## Notes to Consolidated Financial Statements (continued)

within our geographic markets to differing degrees. Currency fluctuations also tend to affect our geographic markets differently, depending on the geographic concentrations and locations of their businesses.

The following table reflects the results of the Company's segments:

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue		
United States	\$ 986	\$ 1,164
Japan	569	610
Principal Markets	1,315	1,391
Strategic Markets	869	1,027
Total revenue	<u>\$ 3,739</u>	<u>\$ 4,193</u>
Segment adjusted EBITDA		
United States	\$ 133	\$ 236
Japan	83	100
Principal Markets	241	151
Strategic Markets	120	149
Total segment adjusted EBITDA	<u>\$ 577</u>	<u>\$ 636</u>

The following table reconciles segment adjusted EBITDA to consolidated pretax income (loss):

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Segment adjusted EBITDA	\$ 577	\$ 636
Workforce rebalancing charges incurred prior to March 31, 2024	—	(58)
Charges related to ceasing to use leased/fixed assets and lease terminations	(9)	(10)
Transaction-related costs	(20)	(42)
Stock-based compensation expense	(24)	(22)
Interest expense	(28)	(29)
Depreciation of property, equipment and capitalized software	(127)	(210)
Amortization expense	(317)	(333)
Corporate expense not allocated to the segments	(21)	(24)
Other adjustments*	32	(16)
Pretax income (loss)	<u>\$ 64</u>	<u>\$ (109)</u>

\* Other adjustments represent pension expenses other than pension servicing costs and multi-employer plan costs, significant litigation costs and benefits, and currency impacts of highly inflationary countries.

## NOTE 5. TAXES

For the three months ended June 30, 2024, the Company's effective tax rate was 82.7%, compared to (29.6%) for the three months ended June 30, 2023. The Company's negative effective tax rate in 2023 reflects a tax expense on a pretax book loss.

The Company's effective tax rate for the three months ended June 30, 2024 was higher than the Company's statutory rate, and its negative effective tax rate for the three months ended June 30, 2023 was lower than the Company's statutory tax rate primarily due to taxes on foreign operations and valuation allowances recorded in certain jurisdictions against deferred tax assets that are not more likely than not to be realized.

## Notes to Consolidated Financial Statements (continued)

### NOTE 6. EARNINGS (LOSS) PER SHARE

We did not declare any dividends in the periods presented. The following table provides the computation of basic and diluted earnings per share of common stock for the three months ended June 30, 2024 and 2023.

(In millions, except per share amounts)	Three Months Ended June 30,	
	2024	2023
Net income (loss) on which basic and diluted earnings per share is calculated	\$ 11	\$ (141)
Number of shares on which basic earnings (loss) per share is calculated	230.5	227.9
Dilutive effect of stock options and equity awards	5.3	—
Number of shares on which diluted earnings (loss) per share is calculated	235.8	227.9
Basic earnings (loss) per share	\$ 0.05	\$ (0.62)
Diluted earnings (loss) per share	0.05	(0.62)

For the three months ended June 30, 2023, the number of shares of which basic and diluted earnings (loss) per share is calculated was the same as a result of the net loss incurred in the period. The following securities were not included in the computation of diluted earnings per share:

(In millions)	Three Months Ended June 30,	
	2024	2023
Nonvested restricted stock units	0.7	8.9
Nonvested performance-conditioned stock units	3.9	1.5
Nonvested market-conditioned stock units	3.1	2.3
Stock options issued and outstanding	—	3.7
<b>Total</b>	<b>7.7</b>	<b>16.4</b>

### NOTE 7. FINANCIAL ASSETS AND LIABILITIES

#### Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company classifies certain assets and liabilities based on the following fair value hierarchy:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that can be accessed at the measurement date,
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly and
- Level 3 – Unobservable inputs for the asset or liability.

In determining the fair value of financial instruments, the Company considers certain market valuation adjustments to the "base valuations" using the methodologies described below for several parameters that market participants would consider in determining fair value:

- Counterparty credit risk adjustments are applied to financial instruments, taking into account the actual credit risk of a counterparty as observed in the credit default swap market to determine the true fair value of such an instrument.

## Notes to Consolidated Financial Statements (continued)

- Credit risk adjustments are applied to reflect the Company's own credit risk when valuing liabilities measured at fair value. The methodology is consistent with that applied in developing counterparty credit risk adjustments, but incorporates the Company's credit risk as observed in the credit default swap market.

Certain non-financial assets such as property, plant and equipment, operating right-of-use assets, land, goodwill and intangible assets are recorded at fair value or at cost, as appropriate, in the period they are initially recognized, and such balances may be adjusted in subsequent periods if an event occurs or circumstances change that indicate that the asset may be impaired. The impairment models used for non-financial assets depend on the type of asset. The fair value measurements, in such instances, would be classified in Level 3 of the fair value hierarchy. We perform a qualitative assessment of asset impairments on a periodic basis and recognize an impairment if there are sufficient indicators that the fair value is less than carrying value. There were no impairments of non-financial assets recognized for the three months ended June 30, 2024 and 2023.

### Financial Assets and Liabilities Measured at Fair Value

The following table presents the Company's financial assets and financial liabilities that are measured at fair value on a recurring basis at June 30, 2024 and March 31, 2024.

	Fair Value Hierarchy Level	At June 30, 2024			At March 31, 2024		
(Dollars in millions)		Assets	Liabilities	Fair Value	Assets	Liabilities	Fair Value
Derivatives designated as hedging instruments:							
Foreign exchange contracts	2	\$ 7	\$ 7	\$ —	\$ 2	\$ 1	\$ 1
Cross-currency swap contracts	2	13	6	7	1	11	(9)
Derivatives not designated as hedging instruments:							
Foreign exchange contracts	2	9	19	(10)	2	6	(4)
Total		\$ 29	\$ 32	\$ (3)	\$ 5	\$ 18	\$ (13)

The gross balances of derivative assets, including accrued interest, are contained within prepaid expenses and other current assets and other noncurrent assets in the Consolidated Balance Sheet. The gross balances of derivative liabilities are contained within other accrued expenses and liabilities and other noncurrent liabilities in the Consolidated Balance Sheet. The Company may enter into master netting agreements with certain counterparties that allow for netting of exposures. There was no netting of derivative assets against liabilities in the Consolidated Balance Sheet at June 30, 2024 and March 31, 2024. The Company manages counterparty risk by seeking counterparties of high credit quality and by monitoring credit ratings, credit spreads and other relevant public information about its counterparties. The Company does not anticipate nonperformance by any of the counterparties.

### Financial Assets and Liabilities Not Measured at Fair Value

Accounts receivable are financial assets with carrying values that approximate fair value. Accounts payable, other accrued expenses and short-term debt are financial liabilities with carrying values that approximate fair value. If measured at fair value in the consolidated financial statements, these financial instruments would be classified as Level 3 in the fair value hierarchy, except for short-term debt, which would be classified as Level 2.

The Company also has time deposits that have maturities of 90 days or less, and their carrying values approximate fair value. They are measured for impairment on a recurring basis by comparing their fair value with their amortized cost basis. There were no impairments of financial assets recognized for any of the periods presented. The balances of these time deposits with maturities of 90 days or less contained within cash and cash equivalents in the Consolidated Balance Sheet at June 30, 2024 and March 31, 2024 were \$590 million and \$828 million, respectively. If

## Notes to Consolidated Financial Statements (continued)

measured at fair value in the consolidated financial statements, time deposits with maturities of 90 days or less would be categorized as Level 2 in the fair value hierarchy.

The fair value of our outstanding debt (excluding finance lease obligations) is based on various methodologies, including quoted prices in active markets for identical debt instruments, which is a Level 1 measurement, or calculated fair value using an expected present value technique that uses rates currently available to the Company for debt in active markets with similar terms and remaining maturities, which is a Level 2 measurement. See Note 10 – Borrowings for additional information. Our outstanding debt (excluding finance lease obligations) had a carrying value of \$2.9 billion as of June 30, 2024 and March 31, 2024, with an estimated fair value of \$2.6 billion as of June 30, 2024 and March 31, 2024.

### Transfers of Financial Assets

The Company has entered into agreements with third-party financial institutions to sell certain financial assets (primarily trade receivables) without recourse. The Company has determined these are true sales. The carrying value of the financial asset sold is derecognized, and a net gain or loss on the sale is recognized, at the time of the transfer.

The net proceeds from these arrangements are reflected as cash provided by operating activities in the Consolidated Statement of Cash Flows. Gross proceeds from receivables sold to third parties under this program were \$0.8 billion for the three months ended June 30, 2024 and \$1.2 billion for the three months ended June 30, 2023. The fees associated with the transfers of receivables were \$10 million for the three months ended June 30, 2024 and \$16 million for the three months ended June 30, 2023.

### Derivative Financial Instruments

The following table summarizes the notional amounts of the Company's outstanding derivatives:

(Dollars in millions)	At June 30, 2024			At March 31, 2024		
	Foreign Exchange Contracts	Cross-currency Swap Contracts	Total Notional Amount	Foreign Exchange Contracts	Cross-currency Swap Contracts	Total Notional Amount
Derivatives designated as hedging instruments						
Cash flow hedges	\$ 456	\$ —	\$ 456	\$ 281	\$ —	\$ 281
Net investment hedges	500	500	1,000	—	500	500
Derivatives not designated as hedging instruments	\$ 2,546	\$ —	\$ 2,546	\$ 1,624	\$ —	\$ 1,624

The notional amounts of derivative instruments do not necessarily represent the amounts exchanged by the Company with third parties and are not necessarily a direct measure of the financial exposure.

### Derivatives Designated as Hedging Instruments

#### Cash Flow Hedges

The Company has foreign exchange derivative financial instruments designated as cash flow hedges to manage the volatility of cash flows that relate to operating expenses denominated in certain currencies. Changes in fair value of derivatives designated as cash flow hedges are recorded, net of applicable taxes, in other comprehensive income ("OCI") and subsequently reclassified into the same income statement line item as the hedged exposure when the underlying hedged item is recognized in earnings. The cash flows associated with derivatives designated as cash flow hedges are reported in cash flows from operating activities in the Consolidated Statement of Cash Flows.

**Notes to Consolidated Financial Statements (continued)**

The maximum remaining length of time over which the Company has hedged its exposure is approximately one year. At June 30, 2024 and March 31, 2024, the weighted-average remaining maturity of these instruments was approximately 0.5 years. At June 30, 2024 and March 31, 2024, in connection with cash flow hedges of foreign currency cost transactions, the Company had unrealized gains of \$1 million and \$2 million (each before taxes), respectively, in accumulated other comprehensive income ("AOCI"). The Company estimates that \$1 million (before taxes) of deferred net gains on derivatives in AOCI at June 30, 2024 will be reclassified to net income within the next twelve months, providing an offsetting economic impact against the underlying anticipated transactions.

***Net Investment Hedges***

The Company has entered into and designated cross-currency interest rate swap contracts and currency forward contracts as net investment hedges to mitigate foreign exchange exposure related to net investments. Under the terms of the cross-currency swaps, the Company makes fixed-rate payments in foreign currencies and receives fixed-rate amounts in U.S. dollars, with the exchange of the underlying notional amounts at maturity whereby the Company will receive U.S. dollars and pay foreign currencies at exchange rates which are determined at contract inception. Under the terms of the currency forward contracts, the Company commits to sell the local currency of certain subsidiaries in exchange for U.S. dollars at specified forward rates. Derivatives designated as net investment hedges are accounted for using the spot method, with changes in the fair value of the derivatives attributable to changes in spot rates recorded within foreign currency translation ("CTA") as a component of other comprehensive income (loss) and remaining there until the hedged net investments are sold or substantially liquidated. The changes in the fair value of the derivatives that are attributable to changes in the difference between the forward rate and spot rate are excluded from the assessment of hedge effectiveness. The changes in fair value that are attributable to the excluded components are initially recorded in CTA and then recognized in interest expense on the Consolidated Income Statement over the life of the derivative instruments. Cash flows from derivatives designated as net investment hedges are reported as cash flows from investing activities in the Consolidated Statement of Cash Flows, except for cash flows from the periodic interest settlements of cross-currency interest rate swaps designated as net investment hedges, which are reported as cash flows from operating activities in the Consolidated Statement of Cash Flows.

The maximum remaining length of time over which the Company has hedged its exposure is approximately ten years. At June 30, 2024 and March 31, 2024, the weighted-average remaining maturity of the Company's net investment hedge instruments was approximately five years and ten years, respectively. At June 30, 2024 and March 31, 2024, the Company had unrealized gains of \$3 million and unrealized losses of \$ 11 million (each before taxes), respectively, in AOCI related to net investment hedges.

***Derivatives Not Designated as Hedging Instruments***

The Company enters into currency forward and swap contracts to hedge exposures related to assets, liabilities and earnings across its subsidiaries. These contracts are not designated as hedging instruments, and therefore changes in fair value of these contracts are reported in earnings in other expense in the Consolidated Income Statement. The gains and losses on these contracts generally offset the gains and losses in the underlying hedged exposures, which are also reported in other expense in the Consolidated Income Statement. Cash flows from derivatives not designated as hedges are reported in cash flows from investing activities in the Consolidated Statement of Cash Flows. The terms of these swap contracts are generally less than one year.



## Notes to Consolidated Financial Statements (continued)

### The Effect of Derivative Instruments in the Consolidated Income Statement

The effects of derivatives designated as hedging instruments on the Consolidated Income Statement and Other Comprehensive Income are as follows:

(Dollars in millions)	Unrealized Gain (Loss)		Consolidated Income Statement	Gain (Loss) Reclassified	
	Recognized in OCI			from AOCI to Income	
Three months ended June 30:	2024	2023	Line Item	2024	2023
Derivative instruments in cash flow hedges:					
Foreign exchange contracts	\$ (1)	\$ 15	Cost of services	\$ —	\$ 1
Derivative instruments in net investment hedges*:					
Cross-currency swaps	16	—	Interest expense	3	—
Foreign exchange contracts	2	—	Interest expense	1	—
Total	\$ 17	\$ 15		\$ 4	\$ 1

\* For the three months ended June 30, 2024, the Company recognized a gain of \$4 million in interest expense on components excluded from the assessment of the hedge effectiveness for net investment hedges. There were no net investment hedges in the three months ended June 30, 2023.

For the three months ended June 30, 2024 and 2023, there were no gains or losses excluded from the assessment of hedge effectiveness for cash flow hedges, or associated with an underlying exposure that did not or was not expected to occur, nor are there any anticipated in the normal course of business.

The effects of derivatives not designated as hedging instruments on the Consolidated Income Statement are as follows:

(Dollars in millions) Three months ended June 30:	Consolidated Income Statement Line Item	Gain (Loss) Recognized on Derivatives	
		2024	2023
Foreign exchange contracts	Other expense	\$ (28)	\$ (17)
Total		<u>\$ (28)</u>	<u>\$ (17)</u>

## NOTE 8. ACQUISITIONS AND DIVESTITURES

### Acquisition of Skytap

In April 2024, the Company completed the acquisition of Skytap, Inc. ("Skytap"), a leading specialized workload services provider, by acquiring all outstanding equity interests of Skytap in exchange for cash consideration. The acquisition of Skytap was accounted for as a business combination in accordance with ASC 805, *Business Combinations*. Our financial statements for the three months ended June 30, 2024 reflect the assets, liabilities, operating results and cash flows of Skytap, commencing from the acquisition date. The Company acquired Skytap for cash consideration of approximately \$46 million, net of cash acquired of \$4 million. Costs associated with this acquisition were approximately \$2 million and are expensed as incurred within transaction-related costs within the accompanying Consolidated Income Statement. Pro forma financial information has not been presented, as revenue and expenses related to the acquisition do not have a material impact on the Company's Consolidated Financial Statements.

## Notes to Consolidated Financial Statements (continued)

The acquisition of Skytap expands the Company's hybrid cloud services portfolio. The purchase price allocation resulted in approximately \$43 million in intangible assets, primarily consisting of \$ 13 million in completed technologies and \$30 million in customer relationships with estimated useful lives of five and eight years, respectively, assets transferred of \$25 million (inclusive of cash acquired of \$ 4 million), liabilities assumed of \$ 29 million, and goodwill of \$ 12 million, primarily attributable to synergies expected to arise from this acquisition. We do not expect the goodwill to be deductible for income tax purposes. The purchase price allocation for this acquisition is preliminary, and there may be changes in the allocation of consideration to assets acquired and liabilities assumed, including intangible assets and goodwill, for up to twelve months from the acquisition date.

### Disposal of the Securities Industry Services ("SIS") Business

In the three months ended June 30, 2024, the Company entered into a definitive agreement to sell its transaction processing platform for the securities brokerage industry services in Canada (which is a component of the Company's Principal Markets segment), known as "SIS", for approximately \$200 million in cash. The closing of the transaction is subject to customary closing conditions, including regulatory approval, and is expected to occur prior to November 30, 2024.

The Company classifies assets and liabilities as held for sale in the period when all the relevant classification criteria have been met. Assets and liabilities held for sale are measured at the lower of carrying value or fair value less costs to sell. Losses (if any) resulting from the measurement are recognized in the period in which the held for sale criteria are met. Conversely, gains from a disposal group are not recognized until the date of sale. The fair value of a disposal group, less any costs to sell, will be reassessed during each subsequent reporting period it remains classified as held for sale, and any subsequent changes will be reported as an adjustment to the carrying value of the disposal group until it is no longer classified as held for sale. Upon determining that a disposal group meets the criteria as held for sale, the Company discontinues depreciation and amortization of the related assets and liabilities.

The Company classified the assets and liabilities related to SIS as held for sale in the three months ended June 30, 2024. As such, the assets and liabilities are included as held for sale within "Prepaid expenses and other current assets" and "Other accrued expenses and liabilities" on the accompanying Consolidated Balance Sheet as of June 30, 2024. This disposition is not accounted for as discontinued operations as it does not meet the relevant criteria. The carrying value of the net assets being sold is not material. The Company expects that the sale proceeds less costs to sell will exceed the carrying value of the net assets being sold.

## NOTE 9. INTANGIBLE ASSETS INCLUDING GOODWILL

### Intangible Assets

The following table presents the Company's intangible asset balances by major asset class.

(Dollars in millions)	At June 30, 2024			At March 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Capitalized software	\$ 185	\$ (60)	\$ 125	\$ 172	\$ (48)	\$ 125
Customer relationships*	177	(101)	76	152	(96)	56
Completed technology	13	—	13	—	—	—
Patents and trademarks*	14	(7)	7	14	(6)	8
<b>Total</b>	<b>\$ 389</b>	<b>\$ (167)</b>	<b>\$ 222</b>	<b>\$ 339</b>	<b>\$ (150)</b>	<b>\$ 188</b>

\* Amounts include effects from foreign currency translation.

The net carrying amount of intangible assets increased by \$ 34 million during the three months ended June 30, 2024, primarily due to intangible assets acquired as part of the acquisition of Skytap and capitalized software added

## Notes to Consolidated Financial Statements (continued)

during the period, partially offset by amortization and currency translation. The aggregate intangible asset amortization expense was \$19 million and \$11 million for the three months ended June 30, 2024 and 2023, respectively. This included amortization of capitalized software of \$12 million and \$4 million for the three months ended June 30, 2024, and 2023, respectively, which was reported in "Depreciation of property, equipment and capitalized software" on the Consolidated Statement of Cash Flows.

The future amortization expense relating to intangible assets currently recorded in the Consolidated Balance Sheet was estimated to be the following at June 30, 2024:

(Dollars in millions)	Capitalized Software	Customer Relationships	Completed Technology	Patents and Trademarks	Total
<b>Year ending March 31:</b>					
2025 (remaining nine months)	\$ 40	\$ 17	\$ 2	\$ 2	\$ 61
2026	51	20	3	3	77
2027	35	18	3	2	57
2028	—	5	3	—	8
2029	—	5	3	—	7
Thereafter	—	12	1	—	13

## Goodwill

The changes in the goodwill balances by segment for the three months ended June 30, 2024 were as follows:

(Dollars in millions)	Balance at March 31, 2024	Acquisitions and (Divestitures)*	Foreign Currency Translation Adjustments	Reallocation	Balance at June 30, 2024
<b>Segment</b>					
United States	\$ —	\$ 12	\$ —	\$ —	\$ 12
Japan	488	—	(3)	—	485
Principal Markets	141	(28)	—	(23)	91
Strategic Markets	176	—	—	23	198
<b>Total</b>	<b>\$ 805</b>	<b>\$ (16)</b>	<b>\$ (3)</b>	<b>\$ —</b>	<b>\$ 786</b>

\* These amounts represent the goodwill acquired as part of the purchase of Skytap, in addition to the allocation of goodwill to assets held for sale related to the divestiture of the SIS business using the relative fair value approach. See Note 8 – Acquisitions and Divestitures for additional details.

As disclosed in Note 4 – Segments, Kyndryl's operations in Australia/New Zealand transitioned from the Principal Markets segment to the Strategic Markets segment in the quarter ended June 30, 2024. As a result, the Company reallocated the goodwill associated with Australia/New Zealand from the Principal Markets segment to the Strategic Markets segment. The Company also performed a qualitative impairment test immediately before and after the change in reporting units and determined that it is not more likely than not that the fair value of the reporting units is less than their carrying amounts, including goodwill. Accordingly, the Company concluded that the goodwill related to those reporting units was not impaired.

There were no goodwill impairment losses recorded for the three months ended June 30, 2024 and 2023. Management reviews goodwill for impairment annually and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable by first assessing qualitative factors to determine if it is more likely than not that fair value is less than carrying value.

## Notes to Consolidated Financial Statements (continued)

### NOTE 10. BORROWINGS

#### Debt

The following table presents the components of our debt:

(Dollars in millions)	Interest Rate	Maturity	June 30, 2024	March 31, 2024
Commercial loan agreement	3.00%	July 2026	\$ 61	\$ 68
Unsecured senior notes due 2026	2.05%	October 2026	700	700
Unsecured senior notes due 2028	2.70%	October 2028	500	500
Unsecured senior notes due 2031	3.15%	October 2031	650	650
Unsecured senior notes due 2034	6.35% *	February 2034	500	500
Unsecured senior notes due 2041	4.10%	October 2041	550	550
Finance lease obligations	5.68% **	2024-2029	299	291
			\$ 3,260	\$ 3,259
Less: Unamortized discount			5	5
Less: Unamortized debt issuance costs			16	16
Less: Current portion of long-term debt			130	126
Total long-term debt			\$ 3,109	\$ 3,112

\* Including the cross-currency swaps that the Company entered into subsequent to the issuance of the unsecured senior notes due 2034, the effective interest rate on such notes was approximately 3.84% at the time of issuance. For more information, see Note 7 – Financial Assets and Liabilities.

\*\* Weighted-average discount rate.

Contractual obligations of long-term debt outstanding at June 30, 2024, exclusive of finance lease obligations, are as follows:

(Dollars in millions)*	Principal
<b>Year ending March 31:</b>	
2025 (remaining nine months)	\$ 21
2026	29
2027	710
2028	—
2029	500
Thereafter	1,700
Total	\$ 2,961

\* Contractual obligations approximate scheduled repayments.

As of June 30, 2024, there were no borrowings under the Company's revolving credit agreement. The Company is in compliance with its debt covenants in all periods presented.

**Notes to Consolidated Financial Statements (continued)**

**NOTE 11. COMMITMENTS AND CONTINGENCIES**

The Company guarantees certain loans and financial commitments. The maximum potential future payment under these financial guarantees and the fair value of these guarantees recognized in the Consolidated Balance Sheet at June 30, 2024 and March 31, 2024 were not material. Additionally, the Company has contractual commitments that are noncancellable with certain software, hardware and cloud partners used in the delivery of services to customers. During the three months ended June 30, 2024, contractual commitments decreased due to satisfaction of existing commitments outpacing new additions.

As a Fortune 500 company with customers and employees around the world, Kyndryl is subject to, or could become subject to, either as plaintiff or defendant, a variety of contingencies, including claims, demands and suits, investigations, tax matters and proceedings that arise from time to time in the ordinary course of its business. Given the rapidly evolving external landscape of cybersecurity, privacy and data protection laws, regulations and threat actors, the Company or its clients could become subject to actions or proceedings in various jurisdictions. Also, as is typical for companies of Kyndryl's scope and scale, the Company is subject to, or could become subject to, actions and proceedings in various jurisdictions involving a wide range of labor and employment issues (including matters related to contested employment decisions, country-specific labor and employment laws, and the Company's benefit plans), as well as actions with respect to contracts, securities, foreign operations, competition law and environmental matters. These actions may be commenced by a number of different parties, including competitors, clients, employees, government and regulatory agencies, stockholders and representatives of the locations in which the Company does business. Some of the actions to which the Company is, or may become, party may involve particularly complex technical issues, and some actions may raise novel questions under the laws of the various jurisdictions in which these matters arise. Additionally, the Company is, or may be, a party to agreements pursuant to which it may be obligated to indemnify the other party with respect to certain matters.

The Company records a provision with respect to a claim, suit, investigation or proceeding when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In accordance with the relevant accounting guidance, the Company provides disclosures of matters for which the likelihood of material loss is at least reasonably possible. In addition, the Company may also disclose matters based on its consideration of other matters and qualitative factors.

The Company reviews claims, suits, investigations and proceedings at least quarterly, and decisions are made with respect to recording or adjusting provisions and disclosing reasonably possible losses or range of losses (individually or in the aggregate) to reflect the impact and status of settlement discussions, discovery, procedural and substantive rulings, reviews by counsel and other information pertinent to a particular matter.

Whether any losses, damages or remedies finally determined in any claim, suit, investigation or proceeding could reasonably have a material effect on the Company's business, financial condition, results of operations or cash flows will depend on a number of variables, including the timing and amount of such losses or damages; the structure and type of any such remedies; the significance of the impact any such losses, damages or remedies may have in the consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors. While the Company will continue to defend itself vigorously, it is possible that the Company's business, financial condition, results of operations or cash flows could be affected in any particular period by the resolution of one or more of these matters.

In July 2017, BMC Software, Inc. ("BMC") filed suit against IBM in the U.S. Court for the Southern District of Texas in a dispute involving various aspects of IBM's business, including its managed infrastructure business. BMC alleged IBM's removal of BMC software from one of its client's sites at the client's request constituted breach of contract, fraudulent inducement and trade secret misappropriation. In May 2022, the trial court entered a judgment against IBM and awarded BMC \$717 million in direct damages and \$717 million in punitive damages, plus interest, for which IBM might have tried to seek an indemnity from the Company. However, IBM appealed the judgment, and in

## Notes to Consolidated Financial Statements (continued)

April 2024, the court of appeals overturned the judgment against IBM. Accordingly, we do not expect to have any liability related to this judgment.

Separately, certain contractual disputes have arisen between Kyndryl and IBM following the Separation. IBM and Kyndryl have commenced arbitration proceedings related to certain of these matters. Certain of these matters have recently been concluded, resulting in a credit recorded in Cost of services in the three months ended June 30, 2024, while others are in preliminary stages. Kyndryl intends to vigorously pursue its interests and defenses in these matters, including asserting its own claims in arbitration if necessary.

### NOTE 12. EQUITY

The following table presents reclassifications and taxes related to items of other comprehensive income (loss) for the three months ended June 30, 2024 and 2023:

(Dollars in millions)	Pretax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
<b>For the three months ended June 30, 2024:</b>			
Foreign currency translation adjustments:			
Foreign currency translation adjustments	\$ (63)	\$ —	\$ (63)
Unrealized gains on net investment hedges	14	—	14
Total foreign currency translation adjustments	\$ (49)	\$ —	\$ (49)
Unrealized gains (losses) on cash flow hedges:			
Unrealized gains (losses) arising during the period	\$ (1)	\$ (1)	\$ (2)
Reclassification of (gains) losses to net income	—	—	—
Total unrealized gains (losses) on cash flow hedges	\$ (1)	\$ (1)	\$ (2)
Retirement-related benefit plans – amortization of net (gains) losses*	\$ 4	\$ (1)	\$ 3
<b>Other comprehensive income (loss)</b>	<b>\$ (46)</b>	<b>\$ (2)</b>	<b>\$ (48)</b>
<b>For the three months ended June 30, 2023:</b>			
Foreign currency translation adjustments	\$ (15)	\$ —	\$ (15)
Unrealized gains (losses) on cash flow hedges:			
Unrealized gains (losses) arising during the period	\$ 15	\$ (1)	\$ 13
Reclassification of (gains) losses to net income	(1)	—	—
Total unrealized gains (losses) on cash flow hedges	\$ 14	\$ (1)	\$ 13
Retirement-related benefit plans – amortization of net (gains) losses*	\$ 2	\$ —	\$ 2
<b>Other comprehensive income (loss)</b>	<b>\$ 1</b>	<b>\$ (1)</b>	<b>\$ —</b>

\* These AOCI components are included in the computation of net periodic benefit cost. Refer to Note 13 – Retirement-Related Benefits for additional information.

**Notes to Consolidated Financial Statements (continued)**

The following table presents the components of accumulated other comprehensive income (loss), net of taxes:

(Dollars in millions)	Net Unrealized Gain (Losses) on Cash Flow Hedges	Foreign Currency Translation Adjustments*	Net Change Retirement- Related Benefit Plans	Accumulated Other Comprehensive Income (Loss)
April 1, 2024	\$ —	\$ (967)	\$ (178)	\$ (1,145)
Other comprehensive income (loss)	(2)	(49)	3	(48)
June 30, 2024	<u>\$ (1)</u>	<u>\$ (1,016)</u>	<u>\$ (175)</u>	<u>\$ (1,192)</u>
April 1, 2023	\$ —	\$ (921)	\$ (142)	\$ (1,062)
Other comprehensive income (loss)	13	(15)	2	—
June 30, 2023	<u>\$ 13</u>	<u>\$ (936)</u>	<u>\$ (140)</u>	<u>\$ (1,062)</u>

\* Foreign currency translation adjustments are presented gross.

**NOTE 13. RETIREMENT-RELATED BENEFITS**

The following table presents the components of net periodic pension cost for the defined benefit pension plans recognized in the Consolidated Income Statement for the three months ended June 30, 2024 and 2023.

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Service cost	\$ 9	\$ 10
Interest cost*	13	14
Expected return on plan assets*	(15)	(15)
Recognized actuarial losses (gains)*	4	1
Net periodic pension cost	<u>\$ 12</u>	<u>\$ 10</u>

\* These components of net periodic pension cost are included in other expense in the Consolidated Income Statement.

The components of net periodic benefit cost for the nonpension postretirement benefit plans and multi-employer plans recognized in the Consolidated Income Statement were not material for any period presented.

**NOTE 14. WORKFORCE REBALANCING AND SITE-RATIONALIZATION CHARGES**

During the three months ended June 30, 2024, the Company initiated actions to reduce our overall cost structure and increase our operating efficiency which we expect to continue through the end of the 2025 fiscal year. These actions resulted in workforce rebalancing charges, and charges related to ceasing to use leased and owned fixed assets (collectively, the "Fiscal 2025 Program"). We expect the total charges to be incurred related to the Fiscal 2025 Program to be approximately \$140 million, consisting of \$100 million in workforce rebalancing charges and \$40 million in charges related to ceasing to use leased and owned fixed assets. The Company expects that these actions will reduce future payroll costs, rent expenses and depreciation of property and equipment.

During the year ended March 31, 2023, the Company initiated actions to reduce our overall cost structure and increase our operating efficiency, which continued through the year ended March 31, 2024. These actions resulted in workforce rebalancing charges, charges related to ceasing to use leased and owned fixed assets, and lease termination charges (collectively, the "Fiscal 2024 Program"). The total charges incurred related to the Fiscal 2024 Program were approximately \$310 million, consisting of \$190 million in workforce rebalancing charges and \$120 million in charges related to ceasing to use leased and owned fixed assets and lease termination charges. The Company expects that these actions will reduce future payroll costs, rent expenses and depreciation of property and equipment.

**Notes to Consolidated Financial Statements (continued)**

The following table presents the segment breakout of charges incurred during the three months ended June 30, 2024 and 2023.

(Dollars in millions)	Three Months Ended June 30,		Costs Incurred to Date	
	2024	2023	Fiscal 2025 Program	Fiscal 2024 Program
United States	\$ 20	\$ 12	\$ 21	\$ 41
Japan	1	1	1	4
Principal Markets <sup>(1)</sup>	5	20	3	141
Strategic Markets <sup>(1)</sup>	20	32	22	109
Total charges by segment	\$ 45	\$ 65	\$ 48	\$ 294
Corporate and other	—	3	—	13
Total charges	\$ 45	\$ 68	\$ 48	\$ 307

(1) Kyndryl's operations in Australia/New Zealand transitioned from Principal Markets to Strategic Markets in the quarter ended June 30, 2024; historical segment information has been recast to reflect this change.

The following table presents the classification of workforce rebalancing and site-rationalization activities in the Consolidated Income Statement during the three months ended June 30, 2024 and 2023.

(Dollars in millions)	Three Months Ended June 30,		Costs Incurred to Date	
	2024	2023	Fiscal 2025 Program	Fiscal 2024 Program
Cost of services	\$ 8	\$ 1	\$ 8	\$ 94
Selling, general and administrative expenses	1	10	1	25
Workforce rebalancing charges	36	58	38	187
Total charges	\$ 45	\$ 68	\$ 48	\$ 307

The following table presents the components of and changes in our workforce rebalancing and site-rationalization charges liabilities during the three months ended June 30, 2024.

(Dollars in millions)	Workforce Rebalancing Liabilities*	Liabilities Related to Ceasing to Use Leased Assets	Total
<b>Fiscal 2024 Program</b>			
Balance at March 31, 2024	\$ 28	\$ —	\$ 28
Charges (benefits)	—	—	—
Cash payments	(21)	—	(21)
Non-cash adjustments	(3)	—	(3)
Balance at June 30, 2024	\$ 4	\$ —	\$ 4
<b>Fiscal 2025 Program</b>			
Balance at March 31, 2024	\$ —	\$ —	\$ —
Charges (benefits)	38	9	48
Cash payments	(5)	—	(5)
Non-cash adjustments	(1)	(9)	(10)
Balance at June 30, 2024	\$ 32	\$ —	\$ 32

\* The Fiscal 2024 Program excludes workforce rebalancing liabilities inherited from our former Parent of \$29 million as of March 31, 2024. Current-year movement excludes cash payments of \$3 million and ending balance of \$26 million related to actions initiated by our former Parent. Workforce rebalancing liabilities are recorded within other liabilities in the Consolidated Balance Sheet.



## Item 2.

### MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS FOR THE THREE MONTHS ENDED JUNE 30, 2024

#### Overview

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue	\$ 3,739	\$ 4,193
Revenue growth (GAAP)	(11) %	(2) %
Revenue growth in constant currency <sup>(1)</sup>	(8) %	(1) %
Net income (loss)	\$ 11	\$ (141)
Adjusted EBITDA <sup>(1)</sup>	\$ 556	\$ 612

(1) Revenue growth in constant currency and adjusted EBITDA are non-GAAP financial metrics. For definitions of these metrics and a reconciliation of adjusted EBITDA to the most directly comparable financial measure calculated and presented in accordance with U.S. GAAP, see "—Segment Results."

(Dollars in millions)	June 30,		March 31,	
	2024		2024	
Assets	\$	10,163	\$	10,590
Liabilities		9,062		9,468
Equity		1,101		1,122

#### Organization of Information

Kyndryl Holdings, Inc. was formed as a wholly-owned subsidiary of IBM in September 2021 to hold the operations of the infrastructure services unit of IBM's Global Technology Services segment. On November 3, 2021, Kyndryl separated from IBM through a spin-off that was tax-free for U.S. federal tax purposes. Following the Separation, Kyndryl became an independent, publicly-traded company and the world's leading IT infrastructure services provider.

#### Financial Performance Summary

##### Macro Dynamics

In fiscal year 2024, we saw continuing demand for information technology services, despite concerns about economic growth, increased geopolitical tensions, inflationary pressures and government efforts to stem inflation. Most economists, including the International Monetary Fund, expect positive macroeconomic growth to continue in calendar years 2024 and 2025.

##### Financial Performance

For the three months ended June 30, 2024, we reported \$3.7 billion in revenue, a decline of 11 percent compared to the prior-year period. The revenue decline was largely attributable to actions the Company has taken to reduce low-margin components of its customer relationships, as well as currency effects. United States revenue declined 15 percent, Japan revenue declined 7 percent (but increased in constant currency), Principal Markets revenue declined 5 percent and Strategic Markets revenue decreased 15 percent, in each case compared to the three months ended June 30, 2023. Net income of \$11 million improved by \$152 million versus the prior-year period driven by a combination of lower depreciation expenses resulting from the change of useful life of information technology equipment effective April 1, 2024 (a net year-over-year benefit of \$60 million), lower workforce rebalancing charges, lower transaction-related costs, progress on our key initiatives to drive operating efficiencies and increased margins, and a vendor credit, partially offset by increased software costs.

## Management Discussion (continued)

### Segment Results

The Company made a minor change to its geographic reportable segments effective June 1, 2024 to reflect how the Company manages its operations and measures business performance, transitioning the reporting and management of its operations in Australia/New Zealand from the Principal Markets segment to the Strategic Markets segment. All historical segment information has been recast to reflect this change. The following table presents our reportable segments' revenue and adjusted EBITDA for the three months ended June 30, 2024 and 2023. Segment revenue and revenue growth in constant currency exclude any transactions between the segments.

(Dollars in millions)	Three Months Ended June 30,		Year-over-Year Change
	2024	2023	2024 vs. 2023
<b>Revenue</b>			
United States	\$ 986	\$ 1,164	(15)%
Japan	569	610	(7)%
Principal Markets	1,315	1,391	(5)%
Strategic Markets	869	1,027	(15)%
<b>Total revenue</b>	<b>\$ 3,739</b>	<b>\$ 4,193</b>	<b>(11)%</b>
<b>Revenue growth in constant currency<sup>(1)</sup></b>	<b>(8)%</b>	<b>(1)%</b>	
<b>Adjusted EBITDA<sup>(1)</sup></b>			
United States	\$ 133	\$ 236	(44)%
Japan	83	100	(17)%
Principal Markets	241	151	60 %
Strategic Markets	120	149	(20)%
Corporate and other <sup>(2)</sup>	(21)	(24)	NM
<b>Total adjusted EBITDA<sup>(1)</sup></b>	<b>\$ 556</b>	<b>\$ 612</b>	<b>(9)%</b>

NM – not meaningful

(1) Revenue growth in constant currency and adjusted EBITDA are non-GAAP financial metrics. See the information below for definitions of these metrics and a reconciliation of adjusted EBITDA to net income (loss).

(2) Represents net amounts not allocated to segments.

We report our financial results in accordance with U.S. GAAP. We also present certain non-GAAP financial measures to provide useful supplemental information to investors. We provide these non-GAAP financial measures as we believe it enhances visibility to underlying results and the impact of management decisions on operational performance, enables better comparison to peer companies and allows us to provide a long-term strategic view of the business going forward.

Revenue growth in constant currency is a non-GAAP measure that eliminates the effects of exchange rate fluctuations when translating from foreign currencies to the United States dollar. It is calculated by using the average exchange rates that existed for the same period of the prior year. Constant-currency measures are provided so that revenue can be viewed without the effect of fluctuations in currency exchange rates, which is consistent with how management evaluates our revenue results and trends.

Additionally, management uses adjusted EBITDA to evaluate our performance. Adjusted EBITDA is a non-GAAP measure and defined as net income (loss) excluding income taxes, interest expense, depreciation and amortization (excluding depreciation of right-of-use assets and amortization of capitalized contract costs), charges related to ceasing to use leased/fixed assets, charges related to lease terminations, transaction-related costs, pension expenses other than pension servicing costs and multi-employer plan costs, stock-based compensation expense, workforce rebalancing charges incurred prior to March 31, 2024, impairment expense, significant litigation costs and benefits, and currency impacts of highly inflationary countries. We believe that adjusted EBITDA is a helpful supplemental measure to assist

## Management Discussion (continued)

investors in evaluating our operating results as it excludes certain items whose fluctuation from period to period does not necessarily correspond to changes in the operations of our business.

These disclosures are provided in addition to and not as a substitute for the percentage change in revenue and profit or loss measures on a U.S. GAAP basis compared to the corresponding period in the prior year. Other companies may calculate and define similarly labeled items differently, which may limit the usefulness of these measures for comparative purposes.

The following table provides a reconciliation of U.S. GAAP net income (loss) to adjusted EBITDA:

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
<b>Net income (loss)</b>	<b>\$ 11</b>	<b>\$ (141)</b>
Provision for income taxes	53	32
Interest expense	28	29
Depreciation of property, equipment and capitalized software	127	210
Amortization expense	317	333
Workforce rebalancing charges incurred prior to March 31, 2024	—	58
Charges related to ceasing to use leased/fixed assets and lease terminations	9	10
Transaction-related costs	20	42
Stock-based compensation expense	24	22
Other adjustments*	(32)	16
<b>Adjusted EBITDA (non-GAAP)</b>	<b>\$ 556</b>	<b>\$ 612</b>

\* Other adjustments represent pension expenses other than pension servicing costs and multi-employer plan costs, significant litigation costs and benefits, and currency impacts of highly inflationary countries.

## United States

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue	\$ 986	\$ 1,164
Revenue year-over-year change	(15) %	0 %
Adjusted EBITDA	\$ 133	\$ 236
Adjusted EBITDA year-over-year change	(44) %	

For the three months ended June 30, 2024, United States revenue of \$986 million decreased 15 percent compared to the prior-year quarter, driven by the Company's efforts to reduce certain low-margin revenues and the expiration of certain low- and negative-margin contracts entered into before the Spin-off. Adjusted EBITDA decreased \$103 million from the prior-year quarter, primarily driven by lower revenue and the impact of the inclusion of workforce rebalancing charges in adjusted EBITDA in the first quarter of fiscal 2025.

## Management Discussion (continued)

### Japan

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue	\$ 569	\$ 610
Revenue year-over-year change	(7) %	(4) %
Revenue growth in constant currency	6 %	2 %
Adjusted EBITDA	\$ 83	\$ 100
Adjusted EBITDA year-over-year change	(17) %	

For the three months ended June 30, 2024, Japan revenue of \$569 million decreased 7 percent compared to the prior-year quarter, driven by an unfavorable currency exchange rate impact of thirteen points. Adjusted EBITDA decreased \$17 million from the prior-year quarter, primarily driven by unfavorable currency movements that impacted both non-yen-denominated costs and the translation of earnings into U.S. dollars.

### Principal Markets

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue	\$ 1,315	\$ 1,391
Revenue year-over-year change	(5) %	(1) %
Revenue growth in constant currency	(5) %	(1) %
Adjusted EBITDA	\$ 241	\$ 151
Adjusted EBITDA year-over-year change	60 %	

For the three months ended June 30, 2024, Principal Markets revenue of \$1.3 billion decreased 5 percent compared to the prior-year quarter, driven by actions the Company has taken to reduce equipment sales and other low-margin components of its customer relationships. Adjusted EBITDA increased \$90 million from the prior-year quarter, primarily due to increased operating efficiencies and higher margins on recent signings, as well as a vendor credit.

### Strategic Markets

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Revenue	\$ 869	\$ 1,027
Revenue year-over-year change	(15) %	(5) %
Revenue growth in constant currency	(14) %	(5) %
Adjusted EBITDA	\$ 120	\$ 149
Adjusted EBITDA year-over-year change	(20) %	

For the three months ended June 30, 2024, Strategic Markets revenue of \$869 million decreased 15 percent compared to the prior-year quarter. The revenue decline was largely attributable to actions the Company has taken to reduce equipment sales and other low-margin components of its customer relationships. Adjusted EBITDA decreased \$29 million from the prior-year quarter primarily due to the impact of the inclusion of workforce rebalancing charges in adjusted EBITDA in the first quarter of fiscal 2025.

### Corporate and Other

Corporate and other had an adjusted EBITDA loss of \$21 million in the three months ended June 30, 2024, compared to a loss of \$24 million in the three months ended June 30, 2023.

**Management Discussion (continued)**
**Costs and Expenses**

(Dollars in millions)	Three Months Ended June 30,		Percent of Revenue		Change
	2024	2023	2024	2023	2024 vs. 2023
Revenue	\$ 3,739	\$ 4,193	100.0 %	100.0 %	(11)%
Cost of services	2,934	3,449	78.5 %	82.3 %	(15)%
Selling, general and administrative expenses	657	720	17.6 %	17.2 %	(9)%
Workforce rebalancing charges	36	58	1.0 %	1.4 %	(38)%
Transaction-related costs	20	42	0.5 %	1.0 %	(52)%
Interest expense	28	29	0.7 %	0.7 %	(6)%
Other expense	—	5	0.0 %	0.1 %	(100)%
Income (loss) before income taxes	\$ 64	\$ (109)			

Cost of services was 78.5% of revenue in the three months ended June 30, 2024, compared to 82.3% in the three months ended June 30, 2023, driven by lower depreciation expenses, increased operating efficiencies, higher margins on recent signings, and a vendor credit. Selling, general and administrative expenses were 17.6% of revenue in the three months ended June 30, 2024 compared to 17.2% in the prior-year quarter, driven by the impact of currency on revenue compared to our U.S. dollar-denominated expenses, partially offset by the release of a legal reserve. Workforce rebalancing charges were 1.0% of revenue in the three months ended June 30, 2024 versus 1.4% of revenue in the prior-year quarter, due to workforce rebalancing actions in the first quarter of fiscal 2024. Interest expense was 0.7% of revenue in the three months ended June 30, 2024 compared to 0.7% in the prior-year quarter.

**Transaction-Related Costs**

The Company classifies certain expenses and benefits related to the Separation, acquisitions and divestitures (if any) as “transaction-related costs” in the Consolidated Income Statement. Transaction-related costs include employee retention expenses, information technology costs, marketing expenses to establish the Kyndryl brand, legal, accounting, consulting and other professional service costs required, pre-Separation and post-Separation, to prepare for and execute the Separation, costs and benefits resulting from settlements with our former Parent associated with pre-Separation and Separation-related matters, and other costs related to contract and supplier novation and integration.

**Workforce Rebalancing and Site-Rationalization Charges**
**Fiscal 2025 Program**

During the three months ended June 30, 2024, management initiated actions to reduce the Company's overall cost structure and increase our operating efficiency. These actions will result in workforce rebalancing charges, charges related to ceasing to use leased and owned fixed assets, and charges related to lease terminations. During the three months ended June 30, 2024, the Company recorded \$36 million in workforce rebalancing charges and \$9 million in charges related to ceasing to use leased and owned fixed assets and lease termination charges.

Total cash outlays for this program are expected to be \$140 million, of which approximately \$10 million has been paid through June 30, 2024 and approximately \$90 million is expected to be paid through the end of fiscal year 2025, and the remainder thereafter. Management expects that these workforce rebalancing and site-rationalization activities will reduce payroll costs, rent expenses and depreciation of property and equipment by more than \$200 million in fiscal year 2026. There can be no guarantee that we will achieve our expected cost savings.

The Company will continue to seek opportunities to improve operational efficiency and reduce costs, which may result in additional charges in future periods. For additional information, see Note 14 – Workforce Rebalancing and Site-Rationalization Charges in the accompanying Consolidated Financial Statements.

## **Management Discussion (continued)**

### ***Fiscal 2024 Program***

During the year ended March 31, 2023, management initiated certain actions to reduce the Company's overall cost structure and increase our operating efficiency, which continued through the year ended March 31, 2024. These actions resulted in workforce rebalancing charges, charges related to ceasing to use leased and owned fixed assets, and charges related to lease terminations. Workforce rebalancing charges arise from cost-reduction actions to enhance productivity and cost-competitiveness and to rebalance skills that result in payments to the terminated employees. In addition, we identified certain leased and owned assets that were inherited from IBM as a result of the Separation that we determined will no longer provide any economic benefit to Kyndryl. During the three months ended June 30, 2023, the Company recognized \$58 million in workforce rebalancing charges and \$10 million in charges related to ceasing to use leased and owned fixed assets and lease termination charges.

Total cash outlays for this program were \$300 million, of which approximately \$240 million has been paid through June 30, 2024 (including approximately \$50 million of contractual payments toward leased assets we have ceased to use) and approximately \$20 million is expected to be paid in fiscal year 2025. Management estimates that these workforce rebalancing and site-rationalization activities will reduce payroll costs, rent expenses and depreciation of property and equipment by approximately \$400 million in fiscal year 2025. There can be no guarantee that we will achieve our expected cost savings.

### ***Income Taxes***

The provision for income taxes for the three months ended June 30, 2024 was \$53 million of expense, compared to \$32 million of expense for the three months ended June 30, 2023. Our income tax expense for each of the three months ended June 30, 2024 and 2023 was primarily related to taxes on foreign operations and valuation allowances recorded in certain jurisdictions against deferred tax assets that are not more likely than not to be realized.

In assessing the need for a valuation allowance, management considers all available evidence for each jurisdiction, including past operating results, estimates of future taxable income, the reversal of existing temporary differences, and the feasibility of ongoing tax planning strategies and actions. Estimates of future taxable income and loss could change, perhaps materially, which may require us to revise our assessment of the recoverability of the deferred tax asset at that time.

### ***Financial Position***

#### ***Dynamics***

Total assets of \$10.2 billion decreased by \$427 million (and decreased by \$297 million adjusted for currency) from March 31, 2024, primarily driven by: a decrease in cash and cash equivalents of \$284 million mainly due to payments for annual license agreements and annual incentives; a decrease of \$159 million in accounts receivable mainly due to lower revenue; and a decrease of \$73 million in deferred costs due to amortization outpacing addition and currency impact; partially offset by an increase of \$99 million in prepaid expenses and other current assets mainly due to prepayment for software subscriptions.

Total liabilities of \$9.1 billion decreased by \$406 million (and decreased by \$310 million adjusted for currency) from March 31, 2024, primarily as a result of: a decrease in accrued compensation and benefits of \$195 million due to payments of annual incentives; and a decrease in accounts payable of \$71 million due to lower costs. Total equity of \$1.1 billion decreased by \$21 million from March 31, 2024, principally due to our comprehensive loss in the period.

## Management Discussion (continued)

### Cash Flow

Our cash flows from operating, investing and financing activities are summarized in the table below.

(Dollars in millions)	Three Months Ended June 30,	
	2024	2023
Net cash provided by (used in):		
Operating activities	\$ (48)	\$ (173)
Investing activities	(166)	(113)
Financing activities	(51)	(38)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(17)	(15)
Net change in cash, cash equivalents and restricted cash	<u>\$ (281)</u>	<u>\$ (339)</u>

Net cash used in operating activities was \$48 million in the three months ended June 30, 2024, compared to net cash used of \$173 million in the prior-year period. This change was primarily driven by increased net income and collection of receivables outpacing billing in the current quarter.

Net cash used in investing activities was \$166 million in the three months ended June 30, 2024, compared to a net cash use of \$113 million in the prior-year period due to higher capital expenditures and the acquisition of Skytap.

Net cash used in financing activities totaled \$51 million in the three months ended June 30, 2024, compared to net cash used by financing activities of \$38 million in the prior-year period.

### Other Information

#### Signings

The following table presents the Company's signings for the three months ended June 30, 2024 and 2023.

(Dollars in billions)	Three Months Ended June 30,	
	2024	2023
Total signings	\$ 3.1	\$ 2.8

Signings increased by \$304 million in the three months ended June 30, 2024, or 11%, compared to the prior-year quarter. Management uses signings as a tool to monitor the performance of the business including the business' ability to attract new customers and sell additional scope into our existing customer base. There are no third-party standards or requirements governing the calculation of signings. We define signings as an initial estimate of the value of a customer's commitment under a contract. The calculation involves estimates and judgments to gauge the extent of a customer's commitment, including the type and duration of the agreement and the presence of termination charges or wind-down costs. Contract extensions and increases in scope are treated as signings only to the extent of the incremental new value. Signings can vary over time due to a variety of factors including, but not limited to, the timing of signing a small number of larger outsourcing contracts as well as the length of those contracts. The conversion of signings into revenue may vary based on the types of services and solutions, customer decisions and other factors, which may include, but are not limited to, the macroeconomic environment or external events.

### Liquidity and Capital Resources

We believe that our existing cash and cash equivalents and the Company's revolving credit agreement entered into in October 2021 will be sufficient to meet our anticipated cash needs for at least the next twelve months.

## **Management Discussion (continued)**

### ***Senior Unsecured Notes***

In October 2021, in preparation for our Spin-off, we completed the offering of \$2.4 billion in aggregate principal amount of senior unsecured fixed-rate notes as follows: \$700 million aggregate principal amount of 2.05% Senior Notes due 2026, \$500 million aggregate principal amount of 2.70% Senior Notes due 2028, \$650 million aggregate principal amount of 3.15% Senior Notes due 2031 and \$550 million aggregate principal amount of 4.10% Senior Notes due 2041 (the "Initial Notes"). The Initial Notes were offered and sold to qualified institutional buyers in reliance on Rule 144A under the Securities Act and to non-U.S. persons in reliance on Regulation S of the Securities Act. In connection with the issuance of the Initial Notes, we entered into a registration rights agreement with the purchasers of the Initial Notes, pursuant to which we completed a registered offering to exchange each series of Initial Notes for new notes with substantially identical terms during the quarter ended September 30, 2022.

In February 2024, we completed a registered offering of \$500 million in aggregate principal amount of 6.35% senior unsecured notes due 2034 (the "2034 Notes"). We received proceeds of \$494 million, net of debt issuance costs and discounts. The 2034 Notes are the Company's senior unsecured obligations and rank equally in right of payment with all of the Company's other existing and future senior unsecured indebtedness.

The Initial Notes and the 2034 Notes are subject to customary affirmative covenants, negative covenants and events of default for financings of this type and are redeemable at our option in a customary manner.

### ***Revolving Credit Facility***

In October 2021, we entered into a \$3.15 billion multi-currency revolving credit agreement (the "Revolving Credit Agreement"), which expires, unless extended, in October 2026. The Revolving Credit Agreement was amended in June 2023, replacing the London Interbank Offered Rate ("LIBOR") with the Secured Overnight Financing Rate ("SOFR"). Interest rates on borrowings under the Revolving Credit Agreement will be based on prevailing market interest rates, plus a margin, as further described in the Revolving Credit Agreement. As of June 30, 2024, there has been no drawdown on the Revolving Credit Agreement.

The Revolving Credit Agreement includes certain customary mandatory prepayment provisions. In addition, it includes customary events of default and affirmative and negative covenants as well as a maintenance covenant that will require that the ratio of our indebtedness for borrowed money to consolidated EBITDA (as defined in the Revolving Credit Agreement) for any period of four consecutive fiscal quarters be no greater than 3.50 to 1.00. The Company is in compliance with its debt covenants.

### ***Transfers of Financial Assets***

The Company has entered into arrangements with third-party financial institutions to sell certain financial assets (primarily trade receivables) without recourse. The Company has determined these are true sales. The carrying value of the financial asset sold is derecognized, and a net gain or loss on the sale is recognized, at the time of the transfer. The first agreement, which was executed in November 2021 and subsequently amended, enabled us to sell certain of our trade receivables to the counterparty. The initial term of this agreement was 18 months, and the agreement automatically resets to a term of 18 months after every six months, unless either party elects not to extend. The second agreement was executed in June 2022 with a separate third-party financial institution and renews automatically on its anniversary date.

The net proceeds from these agreements are reflected as cash provided by operating activities in the Consolidated Statement of Cash Flows. Gross proceeds from receivables sold to third parties under the aforementioned programs were \$0.8 billion and \$1.2 billion for the three months ended June 30, 2024 and June 30, 2023, respectively. The fees associated with the transfers of receivables were \$10 million and \$16 million for the three months ended June 30, 2024 and June 30, 2023, respectively.



## **Management Discussion (continued)**

### ***Supplier Financing Program***

In the year ended March 31, 2024, the Company initiated a supplier financing program with a third-party financial institution under which the Company agrees to pay the financial institution the stated amounts of invoices from participating suppliers on the originally invoiced due date, which have an average term of 90 to 120 days. The financial institution offers earlier payment of the invoices at the sole discretion of the supplier for a discounted amount. The Company does not provide secured legal assets or other forms of guarantees under the arrangements. The Company is not a party to the arrangement between its suppliers and the financial institution. The Company or the financial institution may terminate the agreement upon at least 180 days' notice. The Company's obligations under this program continue to be recognized as accounts payable in the Consolidated Balance Sheet. The obligations outstanding under this program were immaterial at June 30, 2024 and March 31, 2024.

### **Critical Accounting Estimates**

The application of U.S. GAAP requires us to make estimates and assumptions about certain items and future events that directly affect our reported financial condition. There have been no changes to our critical accounting policies and estimates as described in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024 for more information; we refer to the Annual Report on Form 10-K for the fiscal year ended March 31, 2024 as the "Form 10-K".

### **Cautionary Note Regarding Forward-Looking Statements**

This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact included in this report, including statements concerning the Company's plans, objectives, goals, beliefs, business strategies, future events, business condition, results of operations, financial position, business outlook and business trends and other non-historical statements in this report are forward-looking statements. Such forward-looking statements often contain words such as "aim," "anticipate," "believe," "contemplate," "could," "estimate," "expect," "forecast," "intend," "may," "opportunity," "plan," "position," "predict," "project," "should," "seek," "target," "will," "would" and other similar words or expressions or the negative thereof or other variations thereon. Forward-looking statements are based on the Company's current assumptions and beliefs regarding future business and financial performance. The Company's actual business, financial condition or results of operations may differ materially from those suggested by forward-looking statements as a result of risks and uncertainties which include, among others:

- failure to attract new customers, retain existing customers or sell additional services to customers;
- failure to meet growth and productivity objectives;
- competition;
- impacts of relationships with critical suppliers and partners;
- failure to address and adapt to technological developments and trends;
- inability to attract and retain key personnel and other skilled employees;
- impact of economic, political, public health and other conditions;
- damage to the Company's reputation;
- inability to accurately estimate the cost of services and the timeline for completion of contracts;
- service delivery issues;
- the Company's ability to successfully manage acquisitions and dispositions, including integration challenges, failure to achieve objectives, the assumption of liabilities and higher debt levels;
- the impact of our business with government customers;
- failure of the Company's intellectual property rights to prevent competitive offerings and the failure of the Company to obtain, retain and extend necessary licenses;
- the impairment of our goodwill or long-lived assets;
- risks relating to cybersecurity, data governance and privacy;

### **Management Discussion (continued)**

- risks relating to non-compliance with legal and regulatory requirements;
- adverse effects from tax matters and environmental matters;
- legal proceedings and investigatory risks and potential indemnification obligations;
- impact of changes in market liquidity conditions and customer credit risk on receivables;
- the Company's pension plans;
- the impact of currency fluctuations;
- risks related to the Company's spin-off from IBM;
- risks related to deficiencies identified in our information technology controls; and
- risks related to the Company's common stock and the securities market .

Additional risks and uncertainties include, among others, those risks and uncertainties described in the "Risk Factors" section of our Form 10-K for the fiscal year ended March 31, 2024, as such factors may be updated from time to time in the Company's subsequent filings with the SEC. Any forward-looking statement in this report speaks only as of the date on which it is made. Except as required by law, the Company assumes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Available Information**

We routinely post on or make accessible through our corporate website at [www.kyndryl.com](http://www.kyndryl.com) and Investor Relations website at <https://investors.kyndryl.com> information that may be material or of interest to our investors, including news and materials regarding our financial performance, business developments, investor events and other important information regarding the Company. You may automatically receive email alerts and other information about the Company when you enroll your email address by visiting the "Investor Email Alerts" section under the "Resources" section at <https://investors.kyndryl.com>. We encourage investors, media, our customers, consumers, business partners and others interested in our Company to review the information we provide through these channels. The information contained on the websites referenced above is not, and shall not be deemed to be, incorporated into this filing or any of our other filings with the SEC.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

For our disclosures about market risk, see the information under the heading “Quantitative and Qualitative Disclosures About Market Risk” in the Form 10-K. There have been no material changes to the Company’s disclosure about market risk in the Form 10-K.

### **Item 4. Controls and Procedures**

The Company’s management evaluated, with the participation of the Chief Executive Officer and Chief Financial Officer, the effectiveness of the Company’s disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that the Company’s disclosure controls and procedures were not effective as of the end of the period covered by this report due to a material weakness in internal control over financial reporting in the area of our information technology general controls (“ITGCs”) that was disclosed in Part II, Item 9A of the Company’s Form 10-K. The deficiencies in ITGCs were related to access and program development and change management controls associated with the Company’s large-scale migration in a compressed timeframe of its internal operating systems to a new enterprise resource planning system, which was required to replace the systems temporarily being made available to the Company by our former Parent following our Spin-off. These control deficiencies did not result in a misstatement to the annual or interim consolidated financial statements previously filed or included in this Form 10-Q.

#### **Changes in Internal Control over Financial Reporting**

There have been no changes in the Company’s internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting other than the ongoing remediation of the ITGC deficiencies described below.

#### **Remediation**

As previously described in Part II, Item 9A of the Company’s Form 10-K, the Company began implementing a remediation plan to address ITGC deficiencies. This plan includes but is not limited to (i) implementing and/or formalizing additional controls across our information technology environment, including user access and segregation of duty controls, program development and change management controls, and certain computer operations controls, and (ii) training of relevant personnel on the design and operation of any new or modified ITGCs. The remediation plan is subject to ongoing management review, as well as oversight by the Audit Committee of our Board. The deficiencies will not be considered fully remediated, until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. The Company expects to complete the implementation of its remediation plan during fiscal year 2025.

## **Part II — Other Information**

### **Item 1. Legal Proceedings**

Refer to Note 11 – Commitments and Contingencies, in the notes to consolidated financial statements in this report.

### **Item 1A. Risk Factors**

For a discussion of our potential risks and uncertainties, see the information under the heading “Risk Factors” in our Form 10-K for the year ended March 31, 2024. There have been no material changes with respect to the risk factors disclosed in the Form 10-K.

### **Item 2. Unregistered Sales of Equity Securities, Use of Proceeds , and Issuer Purchases of Equity Securities**

None.

### **Item 3. Defaults Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures**

Not applicable.

### **Item 5. Other Information**

During the three months ended June 30, 2024, none of the Company's directors or executive officers adopted, terminated or modified a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” as such terms are defined in Item 408 of Regulation S-K.

**Item 6. Exhibits**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
2.1	<a href="#">Separation and Distribution Agreement, dated as of November 2, 2021, by and between International Business Machines Corporation and the registrant was filed as Exhibit 2.1 to the registrant's Current Report on Form 8-K filed on November 4, 2021, and is hereby incorporated by reference.</a>
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the registrant was filed as Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on November 4, 2021, and is hereby incorporated by reference.</a>
3.2	<a href="#">Amended and Restated Bylaws of the registrant, effective January 25, 2023, was filed as Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on January 27, 2023 and is hereby incorporated by reference.</a>
10.1	<a href="#">Form of Amended and Restated Kyndryl 2021 Long-Term Performance Plan (LTPP) equity award agreement for restricted stock units (filed herewith)</a>
10.2	<a href="#">Form of LTPP equity award agreement for performance share units (filed herewith)</a>
10.3	<a href="#">Amendment to the Kyndryl Executive Severance Plan and Executive Retirement Policy (filed herewith)</a>
31.1	<a href="#">Certification of principal executive officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)</a>
31.2	<a href="#">Certification of principal financial officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)</a>
32.1	<a href="#">Certification of principal executive officer, as required by Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)</a>
32.2	<a href="#">Certification of principal financial officer, as required by Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)</a>
101.INS	XBRL Instance Document – the instance document does not appear on the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File – the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by the Company in these agreements or other documents were made solely within the specific context of the relevant agreement or document and do not apply in any other context or at any time other than the date they were made.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Kyndryl Holdings, Inc.  
(Registrant)

Date: August 7, 2024

By: /s/ Vineet Khurana

Vineet Khurana  
Senior Vice President and Global Controller  
(Principal Accounting Officer and Authorized  
Signatory)

## Kyndryl

Restricted Stock Units Equity Award Agreement  
Confidential

<b>Plan</b>	<b>Amended and Restated Kyndryl 2021 Long-Term Performance Plan (the “Plan” or “Amended Plan”)</b>		
<b>Award Type</b>	<b>[Restricted Stock Units, Cash-Settled Restricted Stock Units]</b>		
<b>Purpose</b>	<p>The purpose of this Award is to reward and retain the services of the recipient. You recognize that this Award represents a potentially significant benefit to you and is awarded for the purpose stated here.</p> <p>Capitalized terms not specifically defined in this Equity Award Agreement have the meanings given to them in the Amended Plan.</p>		
<b>Awarded to Employee ID Home Country</b>	<b>[Participant Name] [Employee ID]</b>		
<b>Award Agreement</b>	This Equity Award Agreement, together with the Amended Plan, which is incorporated herein by reference and available at Fidelity, constitute the entire agreement between you and Kyndryl with respect to your Award pursuant to Section 22 of this Equity Award Agreement.		
<b>Grant</b>	<b>Date [Grant Date]</b> <b>Grant Price [Grant Date Fair Market Value]</b> <b>Number of Units Granted [Number Awards Granted]</b>		
<b>Vesting</b>	<p>This Award vests as set forth below, subject to your continued employment with Kyndryl as described in this Equity Award Agreement.</p> <table> <tr> <th>Date</th><th>Units</th></tr> </table>	Date	Units
Date	Units		
<b>Payout of Award</b>	<p>Subject to Sections 12 and 13 of the Amended Plan and Section 7 of this Equity Award Agreement, upon the “Vesting” date(s) indicated above, the Company shall (1) deliver to you a number of shares of Common Stock equal to the number of your vested RSUs, or (2) make a cash payment to you equal to the Fair Market Value on the Vesting date of the number of your vested RSUs, except where cash payments are prohibited under local law. The aforementioned payment in shares is not applicable in countries in which the Company has determined that the Awards will be deemed to be paid in cash. In such deemed cash-settled countries, the Company shall make a cash payment equal to the Fair Market Value on the Vesting date of the number of your vested RSUs. In either case, the net of any applicable tax withholding, and the respective RSUs shall thereafter be cancelled. Such payment in shares or cash shall be made as soon as practicable following the time vesting of any portion of the Award, but in all events no later than 2 ½ months following the year in which your Award vests, and will equal the vested portion of the Award, subject to the terms and conditions of the Amended Plan and this Equity Award Agreement.</p>		

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**Accept Your Award** This Award is considered valid when you accept it. By accepting this Award, you agree to be bound by, and agree that the Award is subject in all respects to, the terms of the Amended Plan. This Award may be cancelled unless you accept within ninety (90) days of receipt. By accepting this Award at Fidelity, you acknowledge having received and read this Equity Award Agreement and the Amended Plan under which this Award was granted and you agree (i) not to hedge the economic risk of this Award or any previously-granted outstanding awards, which includes entering into any derivative transaction on Kyndryl securities (e.g., any short sale, put, swap, forward, option, collar, etc.), and (ii) to comply with the terms of the Amended Plan and this Equity Award Agreement, including those provisions relating to cancellation, rescission and clawback of Awards, jurisdiction and/or local laws, and governing law.

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**Kyndryl**  
**Restricted Stock Units Equity Award Agreement**

**Terms and Conditions of Your Award**

Pursuant to the Amended Plan, the Company has granted you the Award described in this Equity Award Agreement. This Equity Award Agreement provides you with the terms and conditions of your Award. Your Award is subject to the terms and conditions in the governing Plan document.

As an Award recipient, you can see a personalized summary of all your outstanding equity awards at Kyndryl's Fidelity NetBenefits website. This site contains other information about long-term incentive awards, including copies of the prospectus, and the governing Plan document. If you have additional questions and you are based in the U.S., you can contact Fidelity at 800-544-9354, from 5:00 p.m. Sunday through 12:00 a.m. Friday Eastern time. Outside of the U.S. you can use the Fidelity Guide to choose the local Fidelity number for your country.

**1. DEFINITION OF TERMS**

**Defined Terms.** Capitalized terms not specifically defined herein shall have the meanings given to them in the Amended Plan. For purposes of this Equity Award Agreement:

- a. "Award" means the grant of any form of stock option, stock or cash award, whether granted singly, in combination or in tandem, to a Participant pursuant to such terms, conditions, performance requirements, limitations and restrictions as the Committee may establish in order to fulfill the objectives of the Amended Plan.
- b. "Board" means the Board of Directors of Kyndryl.
- c. "Common Stock" means authorized and issued or unissued Common Stock of Kyndryl, at such par value as may be established from time to time.
- d. "Committee" means the committee designated by the Board to administer the Amended Plan.
- e. "Company" means Kyndryl and its affiliates and subsidiaries including subsidiaries of subsidiaries and partnerships and other business ventures in which Kyndryl has an equity interest.
- f. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- g. "Engage in or Associate with" means and includes, without limitation, engagement or association as a sole proprietor, owner, employer, director, partner, principal, joint venture, associate, employee, member, consultant, or contractor. This also includes engagement or association as a shareholder or investor during the course of your employment with the Company, and includes beneficial ownership of five percent (5%) or more of any class of outstanding stock of a competitor of the Company following the termination of your employment with the Company.
- h. "Equity Award Agreement" means this Equity Award Agreement which provides the participant's grant details.
- i. "Fair Market Value" means the average of the high and low prices of Common Stock on the New York Stock Exchange for the date in question, provided that, if no sales of Common Stock were made on said exchange on that date, the average of the high and low prices of Common Stock as reported for the most recent preceding day on which sales of Common Stock were made on said exchange. Fair Market Value

will be calculated in the Participant's home currency at the exchange rate on the applicable Vesting date using a commercially reasonable measure of exchange rate.

- j. "Kyndryl" means Kyndryl Holdings, Inc.
- k. "Participant" means an individual to whom an Award has been made under the Amended Plan. Awards may be made to any employee of, or any other individual providing services to, the Company.
- l. "Plan" or "Amended Plan" means the Amended and Restated Kyndryl 2021 Long-Term Performance Plan, effective July 27, 2023.
- m. "RSUs" means Restricted Stock Units under your Award. All references in this Equity Award Agreement to RSUs include Retention RSUs ("RRSUs"), unless explicitly stated otherwise.
- n. "Spin-Off" means the distribution of shares of Common Stock to the stockholders of International Business Machines Corporation in 2021 pursuant to the Separation and Distribution Agreement and the Employee Matters Agreement between the Company and International Business Machines Corporation entered into in connection with such distribution.
- o. "Termination of Employment" means for the purposes of determining when you cease to be an employee for the cancellation of any Award, a Participant will be deemed to be terminated if the Participant is no longer employed by Kyndryl or a subsidiary corporation that employed the Participant when the Award was granted unless approved by a method designated by those administering the Amended Plan.

## **2. NATURE OF GRANT**

In accepting the grant, you acknowledge, understand and agree to all of the following:

- a. the Amended Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company in accordance with its terms for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law;
- b. you are voluntarily participating in the Amended Plan;
- c. the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants (whether on the same or different terms), or benefits in lieu of Awards, even if an Award has been granted in the past;
- d. all decisions with respect to future grants, if any, will be at the discretion of the Committee, including, but not limited to, the form and timing of the grant, the number of units subject to the grant, and the vesting provisions applicable to the grant;
- e. the grant and your participation in the Amended Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company and shall not interfere with the ability of the Company to terminate your employment or service relationship;
- f. shares (or cash) will be issued to you only if the vesting conditions are met and any necessary services are rendered by you over the vesting period;
- g. the RSUs and the shares (or cash) subject to the RSUs are not intended to replace any pension rights or compensation, if applicable;
- h. the RSUs and the shares subject to the RSUs, and the income and value thereof, are an extraordinary item of compensation outside the scope of your employment (and employment contract, if any) and is not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance,

resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

- i. the future value of the shares underlying the RSUs is unknown, indeterminable and cannot be predicted with certainty;
- j. no claim or entitlement to compensation or damages shall arise from forfeiture of RSUs resulting from your ceasing to be employed or otherwise providing services to the Company;
- k. unless otherwise provided herein, in the Amended Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Equity Award Agreement do not create any entitlement to have the RSUs or any similar benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Kyndryl; and
- l. if you reside or are employed outside of the United States, you acknowledge and agree that the Company shall not be liable for any exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any shares acquired upon settlement.

### **3. NON-SOLICITATION**

- a. In consideration of your Award, you agree that during your employment with the Company and for one year following the termination of your employment for any reason, you will not directly or indirectly, or in any capacity on your behalf or on behalf of any other individual, firm, association, partnership, corporation, or other business entity, (i) hire, solicit, or make an offer to; or (ii) attempt to or participate or assist in any effort to hire, solicit, or make an offer to any Restricted Employee to be employed or to perform services outside of the Company. For the purposes of this Paragraph, a "Restricted Employee" is any person (i) who is an employee of the Company at the time of any conduct by you referenced in the preceding sentence, or (ii) who was an employee of the Company at any time in the twelve (12) month period immediately preceding any conduct by you referenced in the preceding sentence.
- b. You also agree that during your employment with the Company and for one year following the termination of your employment for any reason, you will not directly or indirectly, or in any capacity on your behalf or on behalf of any other individual, firm, association, partnership, corporation, or other business entity (i) solicit, for business purposes, any Restricted Customer of the Company; (ii) induce or attempt to induce any Restricted Customer to reduce, eliminate, or terminate its business with the Company; or (iii) divert or attempt to divert any business from a Restricted Customer to any entity that engages in, or owns or controls an interest in any entity that engages in, competition with any business unit or division of the Company in which you worked at any time during the three (3) year period prior to the termination of your employment with the Company. For the purposes of this Paragraph, "Restricted Customer" means any actual or prospective customer of the Company which you were directly or indirectly involved with, or exposed to confidential information about, as part of your job responsibilities during the last twelve (12) months of your employment with the Company. The term "Restricted Customer" shall not include any customer with whom you had a pre-existing relationship prior to becoming employed by the Company.
- c. By accepting your Award, you acknowledge that the Company would suffer irreparable harm if you fail to comply with the foregoing, and that the Company would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

The above non-solicitation provisions do not apply to you if your home country is in Latin America, specifically: Argentina, Bolivia, Brazil, Chile, Columbia, Costa Rica, Ecuador, Mexico, Paraguay, Peru, Uruguay, and Venezuela, or where explicitly stated otherwise in this Equity Award Agreement.

#### 4. CANCELLATION AND RESCISSION OF AWARDS/CLAWBACK

- a. You understand that the Company may cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Award in accordance with the terms of the Amended Plan, including without limitation, any policy and/or procedures established by the Committee as required by law, including, but not limited to Section 10D of the Securities Exchange Act of 1934 and any rules promulgated thereunder and any other regulatory regimes. Further, Awards granted under the Amended Plan will be subject to clawback, forfeiture, recoupment, or similar requirements (and such requirements shall be deemed incorporated by reference into all outstanding Equity Award Agreements), including on a retroactive basis, in accordance with any clawback policy that the Company maintains, adopts or is required to adopt pursuant to listing standards of any national securities exchange or association on which the Company's securities are listed or another applicable law, including, but not limited to, the Company's Clawback Policy, as in effect from time to time. In addition, you acknowledge and agree to abide by the terms of the Company's Financial Restatement Clawback Policy, as in effect from time to time (the "Financial Restatement Policy"), including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Financial Restatement Policy) to the Company to the extent required by, and in a manner consistent with, the Financial Restatement Policy, regardless of whether you received such Erroneously Awarded Compensation under the Amended Plan, the Company's Annual Incentive Plan or any other plan of the Company or any of its affiliates pursuant to which you received Erroneously Awarded Compensation.
- b. All determinations regarding enforcement, waiver or modification of the cancellation, rescission, clawback, and other provisions of the Amended Plan and this Equity Award Agreement (including the provisions relating to Termination of Employment, death and disability) shall be made in the Company's sole discretion. Determinations made under this Equity Award Agreement and the Amended Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
- c. You agree that the cancellation, rescission and clawback provisions of the Amended Plan and this Equity Award Agreement are reasonable and agree not to challenge the reasonableness of such provisions, even where forfeiture of your Award is the penalty for violation. Engaging in Detrimental Activity (as defined in the Amended Plan) during employment or after your employment relationship has ended may result in cancellation, rescission or clawback of your Award.
- d. The cancellation, rescission and clawback provisions of the Amended Plan may be triggered by your acceptance of an offer to Engage in or Associate with any business which is or becomes competitive with the Company, or your engagement in competitive activities for one year after your employment relationship with the Company has ended if: (i) on or prior to the date of grant stated in this Equity Award Agreement you have entered into a Noncompetition Agreement with the Company or an affiliate (including, for this purpose, with IBM Corporation or an IBM affiliate prior to the Spin-Off), as applicable; or (ii) the Award is a Retention Restricted Stock Unit Award. Notwithstanding the above, the cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if during your employment with the Company you engage in any Detrimental Activity, including competitive activities, described in Section 13(a) of the Amended Plan. However, the clawback period in this Section 4 shall not apply to Section 13(a)(i) of the Amended Plan. For purposes of Section 13(a)(i) of the Amended Plan, the Company may cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Award for a period of twelve (12) months.
- e. For the avoidance of doubt: (a) all other cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if after your employment relationship has ended with the Company but during the clawback period you engage in any Detrimental Activity described in Section 13(a) (excluding Section 13(a)(i)) of the Amended Plan; and (b) the cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if during your employment with the Company you engage in any Detrimental Activity, including competitive activities, described in Section 13(a) of the Amended Plan.

## 5. GOVERNING LAW, EXPENSES AND ADMINISTRATION

This Equity Award Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law rules. You agree that any action or proceeding with respect to this Equity Award Agreement shall be brought exclusively in the state and federal courts sitting in New York County or Westchester County, New York. You agree to the personal jurisdiction thereof, and irrevocably waive any objection to the venue of such action, including any objection that the action has been brought in an inconvenient forum.

If any court of competent jurisdiction finds any provision of this Equity Award Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Equity Award Agreement shall continue in full force and effect.

If you or the Company brings an action to enforce this Equity Award Agreement and the Company prevails, you will pay all costs and expenses incurred by the Company in connection with that action and in connection with collection, including reasonable attorneys' fees.

If the vendor engaged to administer the Amended Plan changes, you consent to moving all of the shares or RSUs you have received under the Amended Plan that is in an account with such vendor (including unvested and previously vested shares or RSUs), to the new vendor engaged to administer the Amended Plan. Such consent will remain in effect unless and until revoked in writing by you.

## 6. DATA PRIVACY, ELECTRONIC DELIVERY, ELECTRONIC SIGNATURE

By accepting this Award, you agree that data, including your personal data, necessary to administer this Award may be exchanged among the Company as necessary, and with any vendor engaged by the Company to administer this Award, subject to and for the purposes of implementing this Equity Award Agreement; you also consent to receiving information and materials in connection with this Award or any subsequent awards under Kyndryl's long-term performance plans, including without limitation any prospectuses and plan documents, by any means of electronic delivery available now and/or in the future (including without limitation by e-mail, by vendor Website access and/or by facsimile), such consent to remain in effect unless and until revoked in writing by you.

- a. By participating in the Amended Plan or accepting any rights granted under it, you consent to and authorize the collection, processing and transfer by the Company of personal data relating to you by the Company for the purposes of fulfilling its obligations and exercising its rights under the Amended Plan, statements and communications relating to the Amended Plan and generally administering and managing the Amended Plan, including keeping records of analysis of and reporting on participation levels and other information about the Amended Plan from time to time. Any such processing shall be in accordance with the purposes and provisions of this data privacy provision. Such consent will remain in effect unless and until revoked in writing by you.

This includes the following categories of data ("Data"):

- i. Data already held in the Company's records for you such as your name and address, employee number, payroll number (if applicable), service dates and whether you work full-time or part-time;
  - ii. Data collected upon you accepting the rights granted under Plan (if applicable); and
  - iii. Data subsequently collected by the Company in relation to your continued participation in the Amended Plan, for example, data about shares offered or received, purchased or sold under the Amended Plan from time to time and other appropriate financial and other data about you and your participation in the Amended Plan (e.g., the date on which shares were granted, your termination of employment and the reasons of termination of employment or retirement).
- b. You expressly consent to the transfer of personal data about you as described in paragraph (a) above by the Company. Data may be transferred not only within the country in which you are based from time to time or within the EU or the European Economic Area ("EEA"), but also worldwide, to other employees and

officers of the Company and to the following third parties for the purposes described in paragraph (a) above:

- i. Plan administrators, auditors, brokers, suppliers, agents and contractors of, and third party service providers, vendor Website Access and/or facsimile to, the Company;
- ii. Regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law or otherwise deemed necessary by the Company;
- iii. Other third parties to whom the Company may need to communicate/transfer the data in connection with the administration of the Amended Plan, under a duty of confidentiality to the Company;
- iv. Your family members, heirs, legatees and others associated with you in connection with the Amended Plan; and
- v. Any vendor engaged by the Company to administer this Award.

The Company has internal policies to ensure an equivalent level of protection is in place across the Company's worldwide organization.

You have the right to be informed whether the Company holds personal data about you and, to the extent the Company does so, to have access to those personal data at no charge and require the Company to correct the data if it is inaccurate and to request the erasure, request the restriction of processing or object to the processing and withdraw your consent. You are entitled to all the other rights provided by application data privacy law, including those detailed in any applicable documentation or guidelines provided to you by the Company in the past. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Amended Plan (and may result in the forfeiture of unvested Awards).

You agree that data, including your personal data, necessary to administer this Award may be exchanged among the Company as necessary (including transferring such data out of the country of origin both in and out of the EEA), and with any vendor engaged by the Company to administer this Award.

## **7. TERMINATION OF EMPLOYMENT INCLUDING DEATH, DISABILITY AND LEAVE OF ABSENCE**

### **A. Termination of Employment and Continued Vesting**

In the event you cease to be an employee (other than on account of death or disability as described in Section 12 of the Amended Plan) prior to the Vesting date(s) set forth in this Equity Award Agreement, all then unvested RSUs, and any share or cash rights, under your Award shall be canceled and forfeited, with no further amount payable thereunder.

However, under the Executive Severance Plan and Executive Retirement Policy, if your employment terminates after you have attained age fifty-five (55) and completed at least ten (10) years of service with the Company you may be eligible for continued RSU vesting (excludes RRSU) upon your retirement from the Company. **Note:** You must have completed one (1) year of active service with the Company measured from the RSU date of grant for such RSUs to be eligible for continued vesting under this Section 7(A). Under its current terms, you are eligible to continue to vest in your eligible outstanding RSUs under the Amended Plan following your termination of employment with the Company if you meet all of the following requirements:

- You terminate employment with the Company after reaching age fifty-five (55) and completing ten (10) years of service with the Company (including, for this purpose, service with IBM for individuals whose employment was transferred from IBM to the Company in connection with the Spin-Off);
- You provide at least six (6) months' written notice of your retirement to the HRVP for your business unit (which period may be waived or shortened if acknowledged in writing by the plan administrator for the Executive Severance Plan);
- You do not voluntarily terminate employment prior to the agreed upon retirement date;
- Your employment is not terminated for Cause; and
- You sign and do not revoke a retirement agreement and general release that will include, among other things, a release of any and all claims that you may have against the Company, and any of its employees, directors, or agents; confidentiality and trade secret commitments; a non-solicitation of Company employees for two (2) years, and, except to the extent waived by the Company for retirees outside the United States or where such waiver is required by local law for retirees in the United States (in writing by the plan administrator for the Executive Severance Plan and Executive Retirement Policy), a two-year non-competition commitment and a two-year non-solicitation of Company clients.

#### **B. Death or Disability**

Prior to the Vesting date in the event of your death all RSUs covered under this Equity Award Agreement shall vest immediately and your Vesting date shall be your date of death. If you are disabled as described in Section 12 of the Amended Plan, your unvested RSUs shall continue to vest according to the terms of your Award.

#### **C. Leave of Absence**

In the event of a management approved leave of absence, any unvested RSUs shall continue to vest as if you were an active employee of the Company, subject to the terms of this Equity Award Agreement. If you return to active status, your unvested RSUs will continue to vest according to the terms of your Award.

#### **D. Dividend Equivalents**

RSUs do not provide dividends prior to the Vesting date. To the extent the Company pays dividends on its Common Stock, dividend equivalents shall accrue on RSUs until the underlying Award vests, upon which time they shall be paid out in cash.

#### **E. Prior IBM Service**

If you were transferred to the Company in connection with the Spin-Off you will have your prior service with International Business Machines Corporation (IBM) (as reflected in the Company's records as of the Spin-Off) counted as if it were service with the Company for purposes of determining years of service under your Award.

### **8. COUNTRY/JURISDICTION SPECIFIC TERMS AND CONDITIONS**

#### **A. Argentina**

##### English Language Consent

You confirm that you have read and understood the terms and conditions of the Amended Plan and this Equity Award Agreement, which were provided in English. You accept and consent to the terms of the documents, notices

and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, being drawn up in English.

## **B. Canada**

### Form of Settlement

Notwithstanding any discretion contained in the Amended Plan or this Equity Award Agreement, the RSUs will be settled only in shares. The RSUs do not provide any right for you to receive a cash payment in settlement of the RSUs.

### Nature of Grant

Notwithstanding any provision of this Equity Award Agreement to the contrary, in the event your employment is terminated (whether or not later found to be invalid or unlawful for any reason, including for breaching either applicable employment laws or your employment agreement, if any) your right to vest in the RSUs under the Amended Plan, if any, will terminate effective on the earliest of: (a) the date that your employment with the Company is terminated; and (b) the date that you receive notice of termination of your employment with the Company, regardless of any notice period, period of pay in lieu of such notice or related payments or damages provided or required to be provided under applicable employment law in the jurisdiction where you are employed or the terms of your employment agreement, if any. You will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Amended Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to any compensation for lost vesting. This does not affect your eligibility for continued vesting under Section 7.

*The following terms and conditions apply if you reside in Quebec:*

The parties acknowledge that it is their express wish that this Equity Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

## **C. Denmark**

### Non-Solicitation

The following non-solicitation clause will replace the above non-solicitation provision for individuals with the home country of Denmark:

In consideration of your Award, you agree that during your employment with the Company, you will not directly or indirectly, solicit, for competitive business purposes, any customer of the Company. By accepting your Award, you acknowledge that the Company would suffer irreparable harm if you fail to comply with the foregoing, and that the Company would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

## **D. France**

### English Language Consent

In addition to the English language provisions below, by accepting the grant of RSUs, you confirm having read and understood the Amended Plan and this Equity Award Agreement which were provided in English. You accept the terms and conditions of those documents accordingly.



## **E. Hong Kong**

### Settlement of Vested RSUs

The following provision supplements Section 9 (Payment of RSU Awards) of this Equity Award Agreement:

Notwithstanding any discretion set forth in the Amended Plan or this Equity Award Agreement, the RSUs will be settled only in shares. The RSUs do not provide any right for you to receive a cash payment in settlement of the RSUs.

Any shares received by you upon settlement of the RSUs are accepted by you as a personal investment. If, for any reason, the RSUs vest and become non-forfeitable and shares are issued or transferred to you within six (6) months after the RSU grant, you agree that you will not offer the shares to the public in Hong Kong or otherwise dispose of any such shares prior to the six (6) month anniversary of the RSU date of grant.

## **F. Mexico**

### Labor Law Acknowledgement and Policy Statement

By accepting the Awards, you acknowledge that the Company, is solely responsible for the administration of the Amended Plan. You further acknowledge that your participation in the Amended Plan, the grant of RSUs and any acquisition of shares under the Amended Plan does not constitute an employment relationship between you and the Company because you are participating in the Amended Plan on a wholly commercial basis. Based on the foregoing, you expressly acknowledge that the Amended Plan and the benefits that you may derive from participation in the Amended Plan do not establish any rights between you and the Company, and do not form part of the employment conditions and or benefits provided by the Company, and any modification of the Amended Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Amended Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue your participation at any time without any liability to you.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Amended Plan or the benefits derived under the Amended Plan, and you therefore grant a full and broad release to the Company, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### Securities

You acknowledge that the Awards, this Equity Award Agreement, the Amended Plan and all other materials that you may receive regarding participation in the Amended Plan do not constitute advertising or an offering of securities in Mexico. The shares acquired pursuant to the Amended Plan have not and will not be registered in Mexico and therefore, neither the RSUs nor the shares may be offered or publicly circulated in Mexico.

## **G. Portugal**

### English Language Consent

You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Amended Plan and this Equity Award Agreement.

## **H. Spain**

### Labor Law Acknowledgment

This provision supplements the acknowledgements contained in Section 2 (Nature of Grant) of this Equity Award Agreement:

In accepting the grant of RSUs, you consent to participation in the Amended Plan and acknowledge that you have received a copy of the Amended Plan.

You understand that the Company has unilaterally, gratuitously and in its own discretion decided to grant under the Amended Plan to certain individuals who may be employees of the Company. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Company, other than as set forth in this Equity Award Agreement. Consequently, you understand that the Awards are granted on the assumption and condition that any shares acquired upon settlement of the Awards are not a part of any employment contract (with the Company) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. Further, you understand that the Awards would not be granted to you but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken, or should any of the conditions not be met for any reason, any grant of or right to the Awards shall be null and void.

#### **I. United Kingdom**

##### Responsibility for Tax-Related Items

Without limitation to Section 12 of this Equity Award Agreement, you hereby agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or by Fidelity (or any other tax authority or any other relevant authority). You also hereby agree to indemnify and keep indemnified the Company against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to Fidelity (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the Securities Exchange Act of 1934), the terms of the immediately foregoing provision will not apply.

#### **J. United States**

##### Trade Secrets

Nothing in the Amended Plan, prospectus, or this Equity Award Agreement affects your rights, immunities, or obligations under any federal, state, or local law, including under the Defend Trade Secrets Act of 2016 (DTSA), as described in Company policies, or prohibits you from reporting possible violations of law or regulation to a government agency, as protected by law. In accordance with the DTSA, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if the disclosure (i) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose trade secrets to your attorney and use the trade secret information in such court proceeding, provided that you (i) file any document containing the trade secret under seal, and (ii) do not disclose the trade secret, except pursuant to court order.

You acknowledge that you have been advised by the Company to consult with counsel of your choosing concerning the contents of this Equity Award Agreement.

##### Cancellation, Rescission, and Clawback

For the avoidance of doubt, unless otherwise required or prohibited by law, the cancellation, rescission, clawback, and recoupment provisions of the Amended Plan will apply if you engage in (1) any Detrimental Activity as described in Section 13(a) of the Amended Plan prior to your employment relationship ending with the Company or

(2) any Detrimental Activity described in Section 13(a) of the Amended Plan (other than engaging in competitive activities after your employment relationship has ended with the Company, as described in Section 13(a)(i) of the Amended Plan).

The cancellation, rescission and clawback provisions of the Amended Plan that apply if you engage in Detrimental Activity, as described in Section 13(a)(i) of the Amended Plan during your employment with the Company, constitute "non-competition restrictions" which may affect your ability to obtain future employment. The cancellation, rescission and clawback provisions of the Amended Plan that apply if you engage in Detrimental Activity, as described in Section 13(a)(vi) of the Amended Plan during or after your employment with the Company, as well as the restrictions in Section 3 of this Equity Award Agreement, constitute "non-solicitation restrictions." By accepting this Award, you acknowledge that this Equity Award Agreement specifies valuable, mutually agreed, independent consideration (in the form of stock grants and/or long-term cash Awards) for the non-competition and non-solicitation restrictions contained in this Equity Award Agreement, and that the non-solicitation restrictions referenced in this Equity Award Agreement are supported by valuable, mutually-agreed, independent consideration to which you are not otherwise entitled.

If you reside in or work from an office in Colorado, District of Columbia, or Illinois, you may consider this Equity Award Agreement for up to fourteen (14) days prior to signing it. If you reside in or work from an office in Massachusetts, this Equity Award Agreement will take effect no sooner than ten (10) business days after if it is signed by both you and the Company.

Nothing in this Section is intended to supersede or modify the New York choice-of-law provision in Section 5 of this Equity Award Agreement, except with respect to the enforceability of the noncompetition and non-solicitation restrictions, and then only to the extent you work in a state with a statute that provides solely for the law of that particular state to apply, and have worked in that state in the thirty (30) days prior to your execution of this Equity Award Agreement.

#### **9. PAYMENT OF RSU AWARDS**

Subject to Sections 12 and 13 of the Amended Plan and Section 7 of this Equity Award Agreement, upon the "Vesting" date(s) indicated above, the Company shall (1) deliver to you a number of shares of Common Stock equal to the number of your vested RSUs, or (2) make a cash payment to you equal to the Fair Market Value on the Vesting date of the number of your vested RSUs, except where cash payment is prohibited under local law. The aforementioned payment in shares is not applicable in countries in which the Company has determined that the Awards will be deemed to be paid in cash. In such deemed cash-settled countries, the Company shall make a cash payment equal to the Fair Market Value on the Vesting date of the number of your vested RSUs. In either case, the net of any applicable tax withholding, and the respective RSUs shall thereafter be cancelled. Such payment in shares or cash payment shall be made as soon as practicable following the time vesting of any portion of the Award, but in all events no later than 2 ½ months following the year in which your Award vests, and will equal the vested portion of the Award, subject to the terms and conditions of the Amended Plan and this Equity Award Agreement.

#### **10. TRANSFERABILITY**

You may not transfer or assign, pledge, pay to, exercise or otherwise encumber any RSUs under this Equity Award Agreement prior to the Vesting date, except by law, will or the laws of descent and distribution. Notwithstanding the foregoing, in no event shall RSUs be transferable or assignable other than by will or by the laws of descent and distribution.

Any shares issued or transferred shall be subject to your compliance with policies as the Committee or the Company may deem advisable from time to time, including without limitation, any policies relating to certain minimum stock ownership requirements, including, but not limited to, the Company's Stock Ownership Guidelines, if applicable. Such policies shall be binding upon the permitted respective legatees, legal representatives, successors and your assignees. The Company shall give notice of any such additional or modified terms and restrictions applicable to shares delivered or deliverable under this Equity Award Agreement to the holder of the RSUs and/or the shares so delivered, as appropriate, pursuant to the provisions of Section 11 or, if a valid address does not appear to exist in the Company's records, to the last address known by the Company of such holder. Notice of any such changes may

be provided electronically, including, without limitation, by publication of such changes to a central website to which any holder of the RSUs or shares issued therefrom has access.

## 11. NOTICES

Any notice to be given under this Equity Award Agreement shall be addressed to the Company in care of its Chief Human Resources Officer at:

Kyndryl Holdings, Inc.  
1 Vanderbilt Avenue, 15<sup>th</sup> Floor  
New York, NY 10017  
USA  
Attn: Chief Human Resources Officer

(or, if different, the then-current principal business address of the duly appointed Chief Human Resources Officer of the Company) and to you at the address appearing in the Company's records for you or to either party at such other address as either party may hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

## 12. TAX WITHHOLDING

- a. Regardless of any action the Company takes with respect to any and all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, fringe benefit, payment on account or other tax-related withholding that in the opinion of the Company is required by law ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the RSUs, the vesting of the RSUs, the delivery or sale of any shares or cash acquired pursuant to the RSUs and the issuance of any dividends, if applicable, and (ii) will make every attempt to but, does not commit to structure the terms of the grant of any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.
- b. To the extent that the grant or vesting of the RSUs, the delivery of shares or cash pursuant to the RSUs or the issuance of dividends, if applicable, results in a withholding obligation for Tax-Related Items, unless otherwise specifically approved and directed by the Committee, you authorize the Company or agent of the Company to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:
  - (i) withholding from your wages or other cash compensation paid to you by the Company;
  - (ii) withholding from proceeds of the sale of shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or
  - (iii) withholding from the shares to be delivered upon settlement of the RSUs that number of shares having a Fair Market Value equal to the amount required by law to be withheld. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
- c. You agree to pay to the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of your participation in the Amended Plan that cannot be satisfied by the means previously described. The Company may delay issue or deliver the shares, cash or the proceeds of the sale of shares until such time arrangements have been made to ensure the remittance of all taxes due from you in connection with Tax-Related Items if you fail to comply with such Tax-Related Items.

- d. You hereby acknowledge that you will not be entitled to any interest or appreciation on shares sold to satisfy the tax withholding requirements (including with respect to any amounts withheld in excess of your tax liability).
- e. Regardless of any taxes that are withheld, you are solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of your RSUs, including any taxes and penalties under Section 409A of the Code, and the Company has no obligation to indemnify or otherwise hold you harmless from any or all of such taxes or penalties.

### **13. RSUs SUBJECT TO THE PLAN**

By entering into this Equity Award Agreement, you agree and acknowledge that you have received and read a copy of the Amended Plan. All Awards are subject to the Amended Plan. In the event of a conflict between any term or condition contained herein and a term or provision of the Amended Plan, the applicable terms and conditions of the Amended Plan will govern and prevail.

### **14. AMENDMENTS**

The rights and obligations under this Equity Award Agreement and their enforceability are subject to local tax and foreign exchange laws and regulations and, in this sense, the terms and conditions herein may be amended by the sole discretion of the Committee in order to comply with any such laws and regulations.

### **15. SIGNATURE IN COUNTERPARTS**

To the extent that this Equity Award Agreement is manually signed, instead of electronically accepted by you (if permitted by the Company), it may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

### **16. ADMINISTRATION AND CONSENT**

In order to manage compliance with the terms of this Equity Award Agreement, shares delivered pursuant to this Equity Award Agreement may, at the sole discretion of the Company, be registered in the name of the nominee for the holder of the shares and/or held in the custody of a custodian until otherwise determined by the Company. The form of the custody agreement and the identity of the custodian and/or nominee shall be as determined from time to time by the Company in its sole discretion. A holder of shares delivered pursuant to this Equity Award Agreement acknowledges and agrees that the Company may refuse to register the transfer of and enter stop transfer orders against the transfer of such shares except for transfers deemed by it in its sole discretion to be in compliance with the terms of this Equity Award Agreement. The Company reserves the right to impose other requirements to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the RSUs and the Amended Plan. This includes the RSUs, any shares you acquire pursuant to the RSUs and your participation in the Amended Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements, undertakings or additional documents that may be necessary to accomplish the foregoing. You agree to take such other actions as may be deemed reasonably necessary or desirable by the Company to effectuate the provisions of this Equity Award Agreement, as in effect from time to time. As a holder of shares delivered pursuant to this Equity Award Agreement or any prior agreement between you and the Company, you acknowledge and agree that the Company may impose a legend on any document relating to shares issued or issuable pursuant to this Equity Award Agreement conspicuously referencing the restrictions applicable to such shares, and may instruct the administrator of any brokerage account into which shares have been initially deposited to freeze or otherwise prevent the disposition of such shares.

### **17. ENGLISH LANGUAGE**

If you are a resident in a country where English is not an official language, you acknowledge and agree that it is your express intent that this Equity Award Agreement, the Amended Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the grant of RSUs, be drawn up in English. You acknowledge, that if you have received this Equity Award Agreement, the Amended Plan or any other document

related to the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

#### **18. SECTION 409A – DISABILITY; DEFERRAL ELECTIONS**

If you reside in the United States and are subject to income taxation on the income resulting from this Equity Award Agreement under the laws of the United States, and the foregoing provisions of this Equity Award Agreement would result in adverse tax consequences to you, as determined by the Company, under Section 409A of the Code, then the following provisions shall apply and supersede the foregoing provisions:

- a. "Disability" shall mean a disability within the meaning of Section 409A(a)(2)(C) of the Code.
- b. Deferral elections made by United States taxpayers are subject to Section 409A of the Code. The Company will use commercially reasonable efforts to not permit RSUs to be deferred, accelerated, released, extended, paid out or modified in a manner that would result in the imposition of an additional tax under Section 409A of the Code. In the event that it is reasonably determined by the Company that, as a result of Section 409A of the Code, payments or delivery of the shares underlying the RSUs granted pursuant to this Equity Award Agreement may not be made at the time contemplated by the terms of the Award, as the case may be, without causing you to be subject to taxation under Section 409A of the Code, the Company will make such payment or share delivery as soon as practicable on or following the first date that would not result in you incurring any tax liability under Section 409A of the Code, and in any event, no later than the last day of the calendar year in which such first date occurs or two and half months following the first date in which the first date occurs.
- c. If you are a "specified employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code), payments and deliveries of shares in respect of any RSUs subject to Section 409A of the Code that are linked to the date of your separation from service shall not be made prior to the date which is six (6) months after the date of your separation from service from the Company, determined in accordance with Section 409A of the Code and the regulations promulgated thereunder.
- d. The Company shall use commercially reasonable efforts to avoid subjecting you to any additional taxation under Section 409A of the Code as described herein; provided that neither the Company nor any of its employees, agents, directors or representatives shall have any liability to you with respect to Section 409A of the Code.

#### **19. REPATRIATION; COMPLIANCE WITH LAW**

If you are resident or employed outside the United States, you agree to repatriate all payments attributable to the shares and/or cash acquired under the Amended Plan in accordance with applicable foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consents to any and all actions taken by the Company, as may be required to allow the Company to comply with local laws, rules and/or regulations in your country of residence (and country of employment, if different). Further, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of residence (and country of employment, if different).

#### **20. INSIDER TRADING / MARKET ABUSE LAWS**

By participating in the Amended Plan, you agree to comply with the Company's Insider Trading Policy (Securities Trading Policy). You further acknowledge that you may be subject to local insider trading and/or market abuse laws and regulations that are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your personal responsibility to comply with any applicable restrictions, and that you should consult your personal advisor on this matter.

## 21. WAIVER

No waiver of any breach or condition of this Equity Award Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

## 22. ENTIRE AGREEMENT

This Equity Award Agreement, including the Amended Plan, contains the entire agreement between the parties with respect to the subject matter therein and supersedes all prior oral and written agreement between the parties pertaining to such matters. You acknowledge and agree that this Equity Award Agreement, including the Amended Plan, and all prior RSUs or other equity grant agreements between the Company, on the one hand, and you, on the other, are separate from, and shall not be modified or superseded in any way by any other agreements, including employment agreements, entered into between you and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Equity Award Agreement effective as of the Date of Grant set forth in this Equity Award Agreement.

KYNDRYL HOLDINGS, INC.

By:

Maryjo Charbonnier  
Chief Human Resources Officer

**[IF NOT ELECTRONICALLY ACCEPTED]**

PARTICIPANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee ID

**Kyndryl  
Performance Share Units Equity Award Agreement  
Confidential**

**Plan** Amended and Restated Kyndryl 2021 Long-Term Performance Plan (the "Amended Plan")

**Award Type** Performance Share Units (PSUs)

**Purpose** The purpose of this Award is to reward and retain the services of the recipient. You recognize that this Award represents a potentially significant benefit to you and is awarded for the purpose stated here.

Capitalized terms not specifically defined in this Equity Award Agreement have the meanings given to them in the Amended Plan.

**Awarded to** [Participant Name]

**Home Country**

**Global ID** [Employee ID]

**Award Agreement** This Equity Award Agreement, together with the Amended Plan which is incorporated herein by reference and available at Fidelity, constitute the entire agreement pursuant to Section 22 of this Equity Award Agreement.

**Grant**

Date of Grant	Business Target	Business Target Weighting	# PSUs Awarded	Performance Period	Date of Payout
	Adjusted Operating Cash Flow	50%			
	Total Signings	25%			
	Relative Total Shareholder Return	25%			

**Vesting**

You can earn the PSUs awarded above based on Kyndryl's performance in achieving the business targets approved by the Committee and described on Exhibit A during the performance period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ for Adjusted Operating Cash Flow and Total Signings and during the performance period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ for Relative Total Shareholder Return (the "Performance Period").

**Payout of Awards** Subject to Sections 12 and 13 of the Amended Plan and Section 7 of this Equity Award Agreement, on the "Date of Payout" indicated above, the Company shall either (1) deliver to you a number of shares of Common Stock equal to the number of your earned PSUs, or (2) make a cash payment to you equal to the Fair Market Value on the Date of Payout of the number of your earned PSUs at the end of the performance period, except where cash payments are prohibited under local law. The aforementioned payment in shares is not applicable in countries in which the Company has determined that the Awards will be deemed to be paid in cash. In such deemed cash-settled countries, the Company shall make a cash payment equal to the Fair Market Value on the Date of Payout of the number of your earned PSUs at the end of the Performance Period. In either case, the net of any applicable tax withholding, and the respective PSUs shall thereafter be cancelled. Such payment in shares or cash shall be made as soon as practicable following the Date of Payout of the Award, but in all events no later than 2 ½ months following the year in which your Award vests, and will equal the earned portion of the Award, subject to the terms and conditions of the Amended Plan and this Equity Award Agreement.



**Accept Your  
Award**

This Award is considered valid when you accept it. By accepting this Award at Fidelity, you agree to be bound by, and agree that the Award is subject in all respects, to the terms of the Amended Plan. This Award may be cancelled unless you accept within ninety (90) days of receipt. By accepting this Award at Fidelity, you acknowledge having received and read this Equity Award Agreement and the Amended Plan under which this Award was granted and you agree (i) not to hedge the economic risk of this Award or any previously-granted outstanding awards, which includes entering into any derivative transaction on Kyndryl securities (e.g., any short sale, put, swap, forward, option, collar, etc.), (ii) to comply with the terms of the Amended Plan, this Equity Award Agreement, including those provisions relating to cancellation, rescission and clawback of awards and jurisdiction and governing law.

**Kyndryl**  
**Performance Share Units Equity Award Agreement**

**Terms and Conditions of Your Award**

Pursuant to the Amended Plan, the Company has granted you the Award described in this Equity Award Agreement. This Equity Award Agreement provides you with the terms and conditions of your Award. Your Award is subject to the terms and conditions in the governing Plan document.

As an Award recipient, you can see a personalized summary of all your outstanding equity awards at Kyndryl's Fidelity NetBenefits website. This site contains other information about long-term incentive awards, including copies of the prospectus and the governing Plan document. If you have additional questions and you are based in the U.S. you can contact Fidelity at 800-544-9354, from 5:00 p.m. Sunday through 12:00 a.m. Friday Eastern time. Outside of the U.S. you can use the Fidelity Guide to choose the local Fidelity number for your country.

**1. DEFINITION OF TERMS**

*Defined Terms.* Capitalized terms not specifically defined herein shall have the meanings given to them in the Amended Plan. For purposes of this Equity Award Agreement:

- a. "Awards" means grant of any form of stock option, stock or cash award, whether granted singly, in combination or in tandem, to a Participant pursuant to such terms, conditions, performance requirements, limitations and restrictions as the Committee may establish in order to fulfill the objectives of the Amended Plan.
- b. "Board" means the Board of Directors of Kyndryl.
- c. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- d. "Common Stock" means authorized and issued or unissued Common Stock of Kyndryl, at such par value as may be established from time to time.
- e. "Committee" means the committee designated by the Board to administer the Amended Plan.
- f. "Company" means Kyndryl and its affiliates and subsidiaries including subsidiaries of subsidiaries and partnerships and other business ventures in which Kyndryl has an equity interest.
- g. "Engage in or Associate with" means and includes, without limitation, engagement or association as a sole proprietor, owner, employer, director, partner, principal, joint venture, associate, employee, member, consultant, or contractor. This also includes engagement or association as a shareholder or investor during the course of your employment with the Company, and includes beneficial ownership of five percent (5%) or more of any class of outstanding stock of a competitor of the Company following the termination of your employment with the Company.
- h. "Equity Award Agreement" means this Agreement which provides the participant's grant details.
- i. "Fair Market Value" means the average of the high and low prices of Common Stock on the New York Stock Exchange for the date in question, provided that, if no sales of Common Stock were made on said exchange on that date, the average of the high and low prices of Common Stock as reported for the most recent preceding day on which sales of Common Stock were made on said exchange. Fair Market Value will be converted to the Participant's home currency at the exchange rate on the applicable Date of Payout using a commercially reasonable measure of exchange rate.
- j. "Kyndryl" means Kyndryl Holdings, Inc.

- k. "Participant" means an individual to whom an Award has been made under the Amended Plan. Awards may be made to any employee of, or any other individual providing services to, the Company.
- l. "Plan" or "Amended Plan" means the Amended and Restated Kyndryl 2021 Long-Term Performance Plan, effective July 27, 2023.
- m. "PSU" means Performance Share Units under your Award.
- n. "Spin-Off" means the distribution of shares of Common Stock to the stockholders of International Business Machines Corporation in 2021 pursuant to the Separation and Distribution Agreement and the Employee Matters Agreement between the Company and International Business Machines Corporation entered into in connection with such distribution.
- o. "Termination of Employment" means for the purposes of determining when you cease to be an employee for the cancellation of any Award, a Participant will be deemed to be terminated if the Participant is no longer employed by Kyndryl or a subsidiary corporation that employed the Participant when the Award was granted unless approved by a method designated by those administering the Amended Plan.

## **2. NATURE OF GRANT**

In accepting the grant, you acknowledge, understand and agree to all of the following:

- a. the Amended Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company in accordance with its terms for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law;
- b. you are voluntarily participating in the Amended Plan;
- c. the grant of the Award is voluntary and a one-time benefit and does not create any contractual or other right to receive future grants (whether on the same of different terms), or benefits in lieu of Awards, even if an award has been granted in the past;
- d. all decisions with respect to future grants, if any, will be at the discretion of the Committee, including, but not limited to, the form and timing of the grant, the number of units subject to the grant, and the vesting provisions applicable to the grant;
- e. the grant and your participation in the Amended Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company and shall not interfere with the ability of the Company to terminate your employment or service relationship;
- f. shares (or cash) will be issued to you only if the vesting conditions are met and any necessary services are rendered by you over the vesting period;
- g. the PSUs and the shares (or cash) subject to the PSUs are not intended to replace any pension rights or compensation, if applicable;
- h. the PSUs and the shares subject to the PSUs, and the income and value thereof, are an extraordinary item of compensation outside the scope of your employment (and employment contract, if any) and is not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- i. the future value of the shares underlying the PSUs is unknown, indeterminable and cannot be predicted with certainty;

- j. no claim or entitlement to compensation or damages shall arise from forfeiture of PSUs resulting from your ceasing to be employed or otherwise providing services to the Company;
- k. unless otherwise provided herein, in the Amended Plan or by the Company in its discretion, the PSUs and the benefits evidenced by this Equity Award Agreement do not create any entitlement to have the PSUs or any similar benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Kyndryl; and
- l. if you reside or are employed outside of the United States, you acknowledge and agree that the Company shall not be liable for any exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to you pursuant to the settlement of the PSUs or the subsequent sale of any shares acquired upon settlement.

### **3. NON-SOLICITATION**

- a. In consideration of your Award, you agree that during your employment with the Company and for one year following the termination of your employment for any reason, you will not directly or indirectly, or in any capacity on your behalf or on behalf of any other individual, firm, association, partnership, corporation, or other business entity, (i) hire, solicit, or make an offer to; or (ii) attempt to or participate or assist in any effort to hire, solicit, or make an offer to any Restricted Employee to be employed or to perform services outside of the Company. For the purposes of this Paragraph, a "Restricted Employee" is any person (i) who is an employee of the Company at the time of any conduct by you referenced in the preceding sentence, or (ii) who was an employee of the Company at any time in the twelve (12) month period immediately preceding any conduct by you referenced in the preceding sentence.
- b. You also agree that during your employment with the Company and for one year following the termination of your employment for any reason, you will not directly or indirectly, or in any capacity on your behalf or on behalf of any other individual, firm, association, partnership, corporation, or other business entity (i) solicit, for business purposes, any Restricted Customer of the Company; (ii) induce or attempt to induce any Restricted Customer to reduce, eliminate, or terminate its business with the Company; or (iii) divert or attempt to divert any business from a Restricted Customer to any entity that engages in, or owns or controls an interest in any entity that engages in, competition with any business unit or division of the Company in which you worked at any time during the three (3) year period prior to the termination of your employment with the Company. For the purposes of this Paragraph, "Restricted Customer" means any actual or prospective customer of the Company which you were directly or indirectly involved with, or exposed to confidential information about, as part of your job responsibilities during the last twelve (12) months of your employment with the Company. The term "Restricted Customer" shall not include any customer with whom you had a pre-existing relationship prior to becoming employed by the Company.
- c. By accepting your Award, you acknowledge that the Company would suffer irreparable harm if you fail to comply with the foregoing, and that the Company would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

The above non-solicitation provisions do not apply to you if your home country is in Latin America, specifically: Argentina, Bolivia, Brazil, Chile, Columbia, Costa Rica, Ecuador, Mexico, Paraguay, Peru, Uruguay, Venezuela, or where explicitly stated otherwise in this Equity Award Agreement.

### **4. CANCELLATION AND RESCISSION**

- a. You understand that the Company may cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Award in accordance with the terms of the Amended Plan, including without limitation, any policy and/or procedures established by the Committee as required by law, including, but not limited to Section 10D of the Securities Exchange Act of 1934 and any rules promulgated thereunder and any other regulatory regimes. Further, Awards granted under the Amended Plan will be subject to clawback, forfeiture, recoupment, or similar requirements (and such requirements shall be deemed incorporated by reference into all outstanding Equity Award Agreements), including on a retroactive basis, in accordance

with any clawback policy that the Company maintains, adopts or is required to adopt pursuant to listing standards of any national securities exchange or association on which the Company's securities are listed or another applicable law, including, but not limited to, the Company's Clawback Policy, as in effect from time to time. In addition, you acknowledge and agree to abide by the terms of the Company's Financial Restatement Clawback Policy, as in effect from time to time (the "Financial Restatement Policy"), including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Financial Restatement Policy) to the Company to the extent required by, and in a manner consistent with, the Financial Restatement Policy, regardless of whether you received such Erroneously Awarded Compensation under the Amended Plan, the Company's Annual Incentive Plan or any other plan of the Company or any of its affiliates pursuant to which you received Erroneously Awarded Compensation.

- b. All determinations regarding enforcement, waiver or modification of the cancellation, rescission, clawback, and other provisions of the Amended Plan and this Equity Award Agreement (including the provisions relating to Termination of Employment, death and disability) shall be made in the Company's sole discretion. Determinations made under this Equity Award Agreement and the Amended Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
- c. You agree that the cancellation, rescission and clawback provisions of the Amended Plan and this Equity Award Agreement are reasonable and agree not to challenge the reasonableness of such provisions, even where forfeiture of your Award is the penalty for violation. Engaging in Detrimental Activity (as defined in the Amended Plan) during employment or after your employment relationship has ended may result in cancellation, rescission or clawback of your Award.
- d. The cancellation, rescission and clawback provisions of the Amended Plan may be triggered by your acceptance of an offer to Engage in or Associate with any business which is or becomes competitive with the Company, or your engagement in competitive activities for one year after your employment relationship with the Company has ended if: (i) on or prior to the date of grant stated in this Equity Award Agreement you have entered into a Noncompetition Agreement with the Company or an affiliate (including, for this purpose, with IBM Corporation or an IBM affiliate prior to the Spin-Off), as applicable; or (ii) the Award is a Retention Restricted Stock Unit Award. Notwithstanding the above, the cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if during your employment with the Company you engage in any Detrimental Activity, including competitive activities, described in Section 13(a) of the Amended Plan. However, the clawback period in this Section 4 shall not apply to Section 13(a)(i) of the Amended Plan. For purposes of Section 13(a)(i) of the Amended Plan, the Company may cancel, modify, rescind, suspend, withhold or otherwise limit or restrict this Award for a period of twelve (12) months.
- e. For the avoidance of doubt: (a) all other cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if after your employment relationship has ended with the Company but during the clawback period you engage in any Detrimental Activity described in Section 13(a) (excluding Section 13(a)(i)) of the Amended Plan; and (b) the cancellation, rescission and clawback provisions of the Amended Plan will apply to all Awards if during your employment with the Company you engage in any Detrimental Activity, including competitive activities, described in Section 13(a) of the Amended Plan.

## **5. GOVERNING LAW AND ADMINISTRATION**

This Equity Award Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law rules. You agree that any action or proceeding with respect to your Equity Award Agreement shall be brought exclusively in the state and federal courts sitting in New York County or Westchester County, New York. You agree to the personal jurisdiction thereof, and irrevocably waive any objection to the venue of such action, including any objection that the action has been brought in an inconvenient forum.

If any court of competent jurisdiction finds any provision of this Equity Award Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Equity Award Agreement shall continue in full force and effect.

If you or the Company brings an action to enforce this Equity Award Agreement and the Company prevails, you will pay all costs and expenses incurred by the Company in connection with that action and in connection with collection, including reasonable attorneys' fees.

If the vendor engaged to administer the Amended Plan changes, you consent to moving all of the shares you have received under the Amended Plan that is in an account with such vendor (including unvested and previously vested shares), to the new vendor to administer the Amended Plan. Such consent will remain in effect unless and until revoked in writing by you.

#### **6. DATA PRIVACY, ELECTRONIC DELIVERY, ELECTRONIC SIGNATURE**

By accepting this Award, you agree that data, including your personal data, necessary to administer this Award may be exchanged among the Company as necessary, and with any vendor engaged by the Company to administer this Award, subject to and for the purposes of implementing this Equity Award Agreement; you also consent to receiving information and materials in connection with this Award or any subsequent awards under Kyndryl's long-term performance plans, including without limitation any prospectuses and plan documents, by any means of electronic delivery available now and/or in the future (including without limitation by e-mail, by vendor Website access and/or by facsimile), such consent to remain in effect unless and until revoked in writing by you.

- a. By participating in the Amended Plan or accepting any rights granted under it, you consent to and authorize the collection, processing and transfer by the Company of personal data relating to you by the Company for the purposes of fulfilling its obligations and exercising its rights under the Amended Plan, statements and communications relating to the Amended Plan and generally administering and managing the Amended Plan, including keeping records of analysis of and reporting on participation levels and other information about the Amended Plan from time to time. Any such processing shall be in accordance with the purposes and provisions of this data privacy provision. Such consent will remain in effect unless and until revoked in writing by you.

This includes the following categories of data ("Data"):

- i. Data already held in the Company's records for you such as your name and address, employee number, payroll number (if applicable), service dates and whether you work full-time or part-time;
  - ii. Data collected upon you accepting the rights granted under Plan (if applicable); and
  - iii. Data subsequently collected by the Company in relation to your continued participation in the Amended Plan, for example, data about shares offered or received, purchased or sold under the Amended Plan from time to time and other appropriate financial and other data about you and your participation in the Amended Plan (e.g., the date on which shares were granted, your termination of employment and the reasons of termination of employment or retirement).
- b. You expressly consent to the transfer of personal data about you as described in paragraph (a) above by the Company. Data may be transferred not only within the country in which you are based from time to time or within the EU or the European Economic Area ("EEA"), but also worldwide, to other employees and officers of the Company and to the following third parties for the purposes described in paragraph (a) above:
    - i. Plan administrators, auditors, brokers, suppliers, agents and contractors of, and third party service providers, vendor Website Access and/or facsimile to, the Company;
    - ii. Regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law or otherwise deemed necessary by the Company;

- iii. Other third parties to whom the Company may need to communicate/transfer the data in connection with the administration of the Amended Plan, under a duty of confidentiality to the Company;
- iv. Your family members, heirs, legatees and others associated with you in connection with the Amended Plan; and
- v. Any vendor engaged by the Company to administer this Award.

The Company has internal policies to ensure an equivalent level of protection is in place across the Company's worldwide organization.

You have the right to be informed whether the Company holds personal data about you and, to the extent the Company does so, to have access to those personal data at no charge and require the Company to correct the data if it is inaccurate and to request the erasure, request the restriction of processing or object to the processing and withdraw your consent. You are entitled to all the other rights provided by applicable data privacy law, including those detailed in any applicable documentation or guidelines provided to you by the Company in the past. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Amended Plan (and may result in the forfeiture of unvested Awards).

You agree that data, including your personal data, necessary to administer this Award may be exchanged among the Company as necessary (including transferring such data out of the country of origin both in and out of the EEA), and with any vendor engaged by the Company to administer this Award.

## **7. TERMINATION OF EMPLOYMENT, INCLUDING DEATH AND DISABILITY, AND LEAVE OF ABSENCE**

### **A. Termination of Employment and Leave of Absence**

In the event you cease to be an employee of the Company for any reason (other than on account of death or disability as described in Section 12 of the Amended Plan) prior to the Date of Payout (in the case of a recipient in the United States, at year end of the applicable PSU Performance Period), all PSUs are canceled and forfeited, with no further amount payable thereafter.

However, if at the time that you cease to be an active employee (provided you are not terminated for cause), you have attained age fifty-five (55), completed at least ten (10) years of service with the Company, and completed at least one (1) year of active service with the Company measured from the PSU date of grant (as set forth in this Equity Award Agreement), the PSUs granted hereunder shall be paid out on the Date of Payout (as set forth in this Equity Award Agreement) in an amount that will be prorated for the time that you work as an active executive during the PSU Performance Period, and adjusted for the performance score determined for the entire applicable performance period(s).

### **B. Death or Disability**

Prior to the Date of Payout, (i) in the event of your death or (ii) if you are disabled (as described in Section 12 of the Amended Plan), all PSUs shall continue to vest according to the terms of your Award and the PSUs will be paid on the Date of Payout, based on Company performance, if applicable, over the entire applicable Performance Period(s).

### **C. Prior IBM Service**

Employees who were transferred to the Company in connection with the Spin-Off will have prior service with International Business Machines Corporation (IBM) (as reflected in the Company's system of record) counted as if it were service with the Company for purposes of determining years of service under your Award.

## **8. COUNTRY SPECIFIC TERMS AND CONDITIONS**

### **A. Argentina**

#### English Language Consent

You confirm that you have read and understood the terms and conditions of the Amended Plan and this Equity Award Agreement, which were provided in English. You accept and consent to the terms of the documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, being drawn up in English.

### **B. Canada**

#### Form of Settlement

Notwithstanding any discretion contained in the Amended Plan or this Equity Award Agreement, the PSUs will be settled only in shares. The PSUs do not provide any right for you to receive a cash payment in settlement of the PSUs.

#### Nature of Grant

Notwithstanding any provision of the Equity Award Agreement to the contrary, in the event your employment is terminated (whether or not later found to be invalid or unlawful for any reason, including for breaching either applicable employment laws or your employment agreement, if any) your right to vest in the PSUs under the Amended Plan, if any, will terminate effective on the earliest of: (a) the date that your employment with the Company is terminated; and (b) the date that you receive notice of termination of your employment with the Company, regardless of any notice period, period of pay in lieu of such notice or related payments or damages provided or required to be provided under applicable employment law in the jurisdiction where you are employed or the terms of your employment agreement, if any. You will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the PSUs under the Amended Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be you Participant be entitled to any compensation for lost vesting. This does not affect your eligibility for continued vesting under Section 7.

*The following terms and conditions apply if you reside in Quebec:*

The parties acknowledge that it is their express wish that this Equity Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

### **C. Denmark**

#### Non-Solicitation

The following non-solicitation clause will replace the above-non-solicitation provision for individuals with the home country of Denmark:

In consideration of your Award, you agree that during your employment with the Company, you will not directly or indirectly, solicit, for competitive business purposes, any customer of the Company. By accepting your Award, you acknowledge that the Company would suffer irreparable harm if you fail to comply with the foregoing, and that the Company would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.



#### **D. France**

##### English Language Consent

In addition to the English language provisions below, by accepting the grant of PSUs, you confirm having read and understood the Amended Plan and this Equity Award Agreement which were provided in English. You accept the terms and conditions of those documents accordingly.

#### **E. Hong Kong**

##### Settlement of Vested PSUs

The following provision supplements Section 9 (Payment of PSU Awards) of this Equity Award Agreement:

Notwithstanding any discretion set forth in the Amended Plan or this Equity Award Agreement, the PSUs will be settled only in shares. The PSUs do not provide any right for you to receive a cash payment in settlement of the PSUs.

Any shares received by you upon settlement of the PSUs are accepted by you as a personal investment. If, for any reason, the PSUs vest and become non-forfeitable and shares are issued or transferred to you within six (6) months after the PSU grant, you agree that you will not offer the shares to the public in Hong Kong or otherwise dispose of any such shares prior to the six (6) month anniversary of the PSU grant date.

#### **F. Mexico**

##### Labor Law Acknowledgement and Policy Statement

By accepting the PSUs, you acknowledge that the Company, is solely responsible for the administration of the Amended Plan. You further acknowledge that your participation in the Amended Plan, the grant of PSUs and any acquisition of shares under the Amended Plan does not constitute an employment relationship between you and the Company because you are participating in the Amended Plan on a wholly commercial basis. Based on the foregoing, you expressly acknowledge that the Amended Plan and the benefits that you may derive from participation in the Amended Plan do not establish any rights between you and the Company, and do not form part of the employment conditions and or benefits provided by the Company, and any modification of the Amended Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Amended Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue your participation at any time without any liability to you.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Amended Plan or the benefits derived under the Amended Plan, and you therefore grant a full and broad release to the Company, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

##### Securities

You acknowledge that the PSUs, this Equity Award Agreement, the Amended Plan and all other materials that you may receive regarding participation in the Amended Plan do not constitute advertising or an offering of securities in Mexico. The shares acquired pursuant to the Amended Plan have not and will not be registered in Mexico and therefore, neither the PSUs nor the shares may be offered or publicly circulated in Mexico.

## **G. Portugal**

### English Language Consent

You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Amended Plan and this Equity Award Agreement.

## **H. Spain**

### Labor Law Acknowledgment

This provision supplements the acknowledgements contained in Section 2 (Nature of Grant) of this Equity Award Agreement:

In accepting the grant of PSUs, you consent to participation in the Amended Plan and acknowledge that you have received a copy of the Amended Plan.

You understand that the Company has unilaterally, gratuitously and in its own discretion decided to grant PSUs under the Amended Plan to certain individuals who may be employees of the Company. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Company, other than as set forth in this Equity Award Agreement. Consequently, you understand that the PSUs are granted on the assumption and condition that the PSUs and any shares acquired upon settlement of the PSUs are not a part of any employment contract (with the Company) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. Further, you understand that the PSUs would not be granted to you but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken, or should any of the conditions not be met for any reason, any grant of or right to the PSUs shall be null and void.

## **I. United Kingdom**

### Responsibility for Tax-Related Items

Without limitation to Section 12 of this Equity Award Agreement, you hereby agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or by Fidelity (or any other tax authority or any other relevant authority). You also hereby agree to indemnify and keep indemnified the Company against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to Fidelity (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the Securities Exchange Act of 1934), the terms of the immediately foregoing provision will not apply.

## **J. United States**

### Trade Secrets

Nothing in the Amended Plan, prospectus, or this Equity Award Agreement affects your rights, immunities, or obligations under any federal, state, or local law, including under the Defend Trade Secrets Act of 2016 (DTSA), as described in Company policies, or prohibits you from reporting possible violations of law or regulation to a government agency, as protected by law. In accordance with the DTSA, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if the disclosure (i) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit for

retaliation by the Company for reporting a suspected violation of law, you may disclose trade secrets to your attorney and use the trade secret information in such court proceeding, provided that you (i) file any document containing the trade secret under seal, and (ii) do not disclose the trade secret, except pursuant to court order.

You acknowledge that you have been advised by Kyndryl to consult with counsel of your choosing concerning the contents of this Equity Award Agreement.

#### Cancellation, Rescission and Clawback

For the avoidance of doubt, unless further prohibited by law, the cancellation and rescission provisions of the Amended Plan will apply if you engage in (1) any Detrimental Activity as described in Section 13(a) of the Amended Plan prior to your employment relationship ending with the Company or (2) any Detrimental Activity described in Section 13(a) of the Amended Plan other than engaging in competitive activities after your employment relationship has ended with the Company, as described in Section 13(a)(i) of the Amended Plan.

The cancellation, rescission and clawback provisions of the Amended Plan that apply if you engage in Detrimental Activity, as described in Section 13(a)(i) of the Amended Plan during your employment with the Company, constitute "non-competition restrictions" which may affect your ability to obtain future employment. The cancellation and rescission provisions of the Amended Plan that apply if you engage in Detrimental Activity, as described in Section 13(a)(vi) of the Amended Plan during or after your employment with the Company, as well as the restrictions in Section 3 of this Equity Award Agreement, constitute "non-solicitation restrictions." By accepting this Award, you acknowledge that this Equity Award Agreement specifies valuable, mutually agreed, independent consideration (in the form of stock grants and/or long-term cash awards) for the non-competition and non-solicitation restrictions contained in this Equity Award Agreement, and that the non-solicitation restrictions referenced in this Equity Award Agreement are supported by valuable, mutually-agreed, independent consideration to which you are not otherwise entitled.

If you reside in or work from an office in Colorado, District of Columbia, or Illinois, you may consider this Equity Award Agreement for up to fourteen (14) days prior to signing it. If you reside in or work from an office in Massachusetts, this Equity Award Agreement will take effect no sooner than ten (10) business days after if it is signed by both you and the Company.

Nothing in this Section 8 is intended to supersede or modify the New York choice-of-law provision in Section 5 of this Equity Award Agreement, except with respect to the enforceability of the noncompetition and non-solicitation restrictions, and then only to the extent you work in a state with a statute that provides solely for the law of that particular state to apply, and have worked in that state in the thirty (30) days prior to your execution of this Equity Award Agreement.

#### **9. PAYMENT OF PSU AWARDS**

Subject to Sections 12 and 13 of the Amended Plan and Section 7 of this Equity Award Agreement, on the Date of Payout above, the Company shall (1) deliver to you a number of shares of Common Stock equal to the number of your vested and earned PSUs, or (2) make a cash payment to you equal to the Fair Market Value on the Date of Payout of the number of your vested and earned PSUs at the end of the performance period, except where cash payment is prohibited under local law. The aforementioned payment in shares is not applicable in countries in which the Company has determined that the Awards will be deemed to be paid in cash. In such deemed cash-settled countries, the Company shall make a cash payment equal to the Fair Market Value on the Date of Payout of the number of your vested and earned PSUs at the end of the Performance Period. In either case, the net of any applicable tax withholding, and the respective PSUs shall thereafter be cancelled. Such payment in shares or cash shall be made as soon as practicable following the Date of Payout of the Award, but in all events no later than 2 ½ months following the year in which your Award vests, and will equal the earned portion of the Award, subject to the terms and conditions of the Amended Plan and this Equity Award Agreement.

## 10. TRANSFERABILITY

You may not transfer or assign, pledge, pay to, exercise or otherwise encumber any PSUs under this Equity Award Agreement prior to the Date of Payout by anyone other than you, except by law, will or the laws of descent and distribution. Notwithstanding the foregoing, in no event shall PSUs be transferable or assignable other than by will or by the laws of descent and distribution.

Any shares issued or transferred, if applicable, shall be subject to your compliance with policies as the Committee or the Company may deem advisable from time to time, including without limitation, any policies relating to certain minimum share ownership requirements, including, but not limited to, the Company's Stock Ownership Guidelines, if applicable. Such policies shall be binding upon the permitted respective legatees, legal representatives, successors and your assignees. The Company shall give notice of any such additional or modified terms and restrictions applicable to shares delivered or deliverable under this Equity Award Agreement to the holder of the PSUs and/or the shares so delivered, as appropriate, pursuant to the provisions of Section 11 or, if a valid address does not appear to exist in the Company system of record, to the last address known by the Company of such holder. Notice of any such changes may be provided electronically, including, without limitation, by publication of such changes to a central website to which any holder of the PSUs or shares issued therefrom has access.

## 11. NOTICES

Any notice to be given under this Equity Award Agreement shall be addressed to the Company in care of its Chief Human Resources Officer at:

Kyndryl, Inc.  
1 Vanderbilt Avenue, 15<sup>th</sup> Floor  
New York, NY 10017  
USA  
Attn: Chief Human Resources Officer

(or, if different, the then-current principal business address of the duly appointed Chief Human Resources Officer of the Company) and to you at the address appearing in the Company's records for you or to either party at such other address as either party may hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

## 12. TAX WITHHOLDING

- a. Regardless of any action the Company takes with respect to any and all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, fringe benefit, payment on account or other tax-related withholding that in the opinion of the Company is required by law ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Awards, including the grant of the Awards, the vesting of Awards, the delivery or sale of any shares or cash acquired pursuant to the Awards and the issuance of any dividends, if applicable, and (ii) will make every attempt to, but does not commit to structure the terms of the grant of any aspect of Awards to reduce or eliminate your liability for Tax-Related Items.
- b. To the extent that the grant or vesting of Awards, the delivery of shares or cash pursuant to the PSUs or the issuance of dividends, if applicable, results in a withholding obligation for Tax-Related Items, unless otherwise specifically approved and directed by the Committee, you authorize the Company or agent of the Company to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from your wages or other cash compensation paid to you by the Company;

(ii) withholding from proceeds of the sale of shares acquired upon settlement of Awards either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or

(iii) withholding from the shares to be delivered upon settlement of Awards that number of shares having a Fair Market Value equal to the amount required by law to be withheld. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

- c. You agree to pay to the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of your participation in the Amended Plan that cannot be satisfied by the means previously described. The Company may delay issue or deliver the shares, cash or the proceeds of the sale of shares until such time arrangements have been made to ensure the remittance of all taxes due from you in connection with Tax-Related Items if you fail to comply with such Tax-Related Items.
- d. You hereby acknowledge that you will not be entitled to any interest or appreciation on shares sold to satisfy the tax withholding requirements (including with respect to any amounts withheld in excess of your tax liability).

### **13. PSUs SUBJECT TO THE PLAN**

By entering into this Equity Award Agreement, you agree and acknowledge that you have received and read a copy of the Amended Plan. All PSUs are subject to the Amended Plan. In the event of a conflict between any term or condition contained herein and a term or provision of the Amended Plan, the applicable terms and conditions of the Amended Plan will govern and prevail.

### **14. AMENDMENTS**

The rights and obligations under this Equity Award Agreement and their enforceability are subject to local tax and foreign exchange laws and regulations and, in this sense, the terms and conditions herein may be amended by the sole discretion of the Board in order to comply with any such laws and regulations.

### **15. SIGNATURE IN COUNTERPARTS**

To the extent that this Equity Award Agreement is manually signed, instead of electronically accepted by you (if permitted by the Company), it may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

### **16. ADMINISTRATION AND CONSENT**

In order to manage compliance with the terms of this Equity Award Agreement, shares delivered pursuant to this Equity Award Agreement may, at the sole discretion of the Company, be registered in the name of the nominee for the holder of the shares and/or held in the custody of a custodian until otherwise determined by the Company. The form of the custody agreement and the identity of the custodian and/or nominee shall be as determined from time to time by the Company in its sole discretion. A holder of shares delivered pursuant to this Equity Award Agreement acknowledges and agrees that the Company may refuse to register the transfer of and enter stop transfer orders against the transfer of such shares except for transfers deemed by it in its sole discretion to be in compliance with the terms of this Equity Award Agreement. The Company reserves the right to impose other requirements to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the PSUs and the Amended Plan. This includes the PSUs, any shares you acquire pursuant to the PSUs and your participation in the Amended Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements, undertakings or additional documents that may be necessary to accomplish the foregoing. You agree to take such other actions as may be deemed reasonably necessary or desirable by the Company to effectuate the provisions of this Equity Award Agreement, as in effect from time to time. As a holder of shares delivered pursuant to this Equity Award Agreement or any prior agreement between you and the Company, you acknowledge and agree that the Company may impose a legend on any document relating to shares issued or issuable pursuant to this Equity Award Agreement conspicuously referencing the restrictions applicable to such shares, and may instruct the administrator of any brokerage account into which shares have been initially deposited to freeze or otherwise prevent the disposition of such shares.

## **17. ENGLISH LANGUAGE**

If you are a resident in a country where English is not an official language, you acknowledge and agree that it is your express intent that this Equity Award Agreement, the Amended Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the grant of PSUs, be drawn up in English. You acknowledge that if have received this Equity Award Agreement, the Amended Plan or any other document related to the PSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

## **18. SECTION 409A – DISABILITY; DEFERRAL ELECTIONS**

If you reside in the United States and are subject to income taxation on the income resulting from this Equity Award Agreement under the laws of the United States, and the foregoing provisions of this Equity Award Agreement would result in adverse tax consequences to you, as determined by the Company, under Section 409A of the Code, then the following provisions shall apply and supersede the foregoing provisions:

- a. “Disability” shall mean a disability within the meaning of Section 409A(a)(2)(C) of the Code.
- b. Deferral elections made by United States taxpayers are subject to Section 409A of the Code. The Company will use commercially reasonable efforts to not permit PSUs to be deferred, accelerated, released, extended, paid out or modified in a manner that would result in the imposition of an additional tax under Section 409A of the Code. In the event that it is reasonably determined by the Company that, as a result of Section 409A of the Code, payments or delivery of the shares underlying the PSU award granted pursuant to this Equity Award Agreement may not be made at the time contemplated by the terms of the Awards, as the case may be, without causing you to be subject to taxation under Section 409A of the Code, the Company will make such payment or share delivery as soon as practicable on or following the first date that would not result in you incurring any tax liability under Section 409A of the Code, and in any event, no later than the last day of the calendar year in which such first date occurs or two and half months following the first date in which the first date occurs.
- c. If you are a “specified employee” (within the meaning of Section 409A(a)(2)(B)(i) of the Code), payments and deliveries of shares in respect of any PSUs subject to Section 409A of the Code that are linked to the date of your separation from service shall not be made prior to the date which is six (6) months after the date of your separation from service from the Company, determined in accordance with Section 409A of the Code and the regulations promulgated thereunder.
- d. The Company shall use commercially reasonable efforts to avoid subjecting you to any additional taxation under Section 409A of the Code as described herein; provided that neither the Company nor any of its employees, agents, directors or representatives shall have any liability to you with respect to Section 409A of the Code.

## **19. REPATRIATION; COMPLIANCE WITH LAW**

If you are resident or employed outside the United States, you agree to repatriate all payments attributable to the shares and/or cash acquired under the Amended Plan in accordance with applicable foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company, as may be required to allow the Company to comply with local laws, rules and/or regulations in your country of residence (and country of employment, if different). Further, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of residence (and country of employment, if different).

## **20. INSIDER TRADING / MARKET ABUSE LAWS**

By participating in the Amended Plan, you agree to comply with the Company's Insider Trading Policy (Securities Trading Policy). You further acknowledge that you may be subject to local insider trading and/or market abuse laws and regulations that are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your personal responsibility to comply with any applicable restrictions, and that you should consult your personal advisor on this matter.

## 21. WAIVER

No waiver of any breach or condition of this Equity Award Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

## 22. ENTIRE AGREEMENT

This Equity Award Agreement, including the Amended Plan, contains the entire agreement between the parties with respect to the subject matter therein and supersedes all prior oral and written agreement between the parties pertaining to such matters. You acknowledge and agree that this Equity Award Agreement, including the Amended Plan, and all prior PSUs or other equity grant agreements between the Company, on the one hand, and you, on the other, are separate from, and shall not be modified or superseded in any way by any other agreements, including employment agreements, entered into between you and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Long-Term Cash Award Agreement effective as of the Date of Grant set forth in this Long-Term Cash Award Agreement.

KYNDRYL HOLDINGS, INC.

By:

Maryjo Charbonnier  
Chief Human Resources Officer

**[IF NOT ELECTRONICALLY ACCEPTED]**  
PARTICIPANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee ID

**Amendment 4 to the  
Kyndryl Executive Severance Plan  
and Executive Retirement Policy**

The following amendments are effective for terminations of employment occurring on or after July 25, 2024.

- Article 3 (“Severance Benefits”) is amended by replacing the existing text and table under the heading “Amount of Severance Benefits” and prior to the subheading “Calculation of Incentive Pay Amounts” with the following. The remaining headings shall remain unchanged.

The Severance Benefits payable under the Plan depend on the circumstances of your termination of employment and the tier of benefits applicable to your position.

The following summarizes the Severance Benefits available to the Named Executive Officers and Band A Executives:

	Termination Without Cause (non-Change in Control)	Change in Control Termination
<b>Chief Executive Officer</b>	<ul style="list-style-type: none"> <li>Up to 24 months Base Pay and 18 months medical premiums</li> <li>Bonus under the Annual Incentive Plan, determined based on using actual scored performance of the Company, not adjusted for individual performance and prorated based on eligible days of service in current performance period*</li> </ul>	<ul style="list-style-type: none"> <li>24 months Base Pay and 18 months medical premiums, plus 2x target Annual Incentive Plan yearly payout</li> <li>Prorated bonus for current period under the Annual Incentive Plan, determined using target performance*</li> <li>Immediate vesting of outstanding restricted stock unit and stock option Awards under the Long-Term Performance Plan</li> <li>Immediate vesting of performance stock unit Awards under the Long-Term Performance Plan at target performance (or actual performance, in the Compensation Committee's sole discretion)</li> </ul>



	Termination Without Cause (non-Change in Control)	Change in Control Termination
<b>Tier 1: Named Executive Officers</b>	<ul style="list-style-type: none"> <li>Up to 18 months Base Pay and medical premiums</li> <li>Bonus under the Annual Incentive Plan, determined based on using actual scored performance of the Company, not adjusted for individual performance and prorated based on eligible days of service in current performance period*</li> </ul>	<ul style="list-style-type: none"> <li>18 months Base Pay and medical premiums, plus 1.5x target Annual Incentive Plan yearly payout</li> <li>Prorated bonus for current period under the Annual Incentive Plan, determined using target performance*</li> <li>Immediate vesting of outstanding restricted stock unit and stock option Awards under the Long-Term Performance Plan</li> <li>Immediate vesting of performance stock unit Awards under the Long-Term Performance Plan at target performance for actual performance, in the Compensation Committee's sole discretion)</li> </ul>
<b>Tier 2: Band A Executives</b>	<ul style="list-style-type: none"> <li>Up to 18 months Base Pay and medical premiums</li> <li>Bonus under the Annual Incentive Plan, determined using actual scored performance of the Company or the practice/country/business unit relevant to the role, not adjusted for individual performance and prorated based on eligible days of service in current performance period*</li> </ul>	<ul style="list-style-type: none"> <li>12 months Base Pay and medical premiums, plus 1.5x target Annual Incentive Plan yearly payout</li> <li>Prorated bonus for current period under the Annual Incentive Plan, determined using target performance*</li> <li>Immediate vesting of outstanding restricted stock unit and stock option Awards under the Long-Term Performance Plan</li> <li>Immediate vesting of performance stock unit Awards under the Long-Term Performance Plan at target performance for actual performance, in the Compensation Committee's sole discretion</li> </ul>

\*Eligible Executives who are eligible for executive sales, commissions, or other incentive plans other than the Annual Incentive Plan may be eligible for post-termination payouts, but only to the extent provided and subject to the terms and conditions applicable under such other plan(s).

The following summarizes the Severance Benefits available to Band B through D Executives:

Termination Without Cause	
<b>Tier 3: Band B – D Executives</b>	<ul style="list-style-type: none"><li>• Up to 6 months Base Pay and medical premiums</li><li>• Bonus under the Annual Incentive Plan, determined using actual scored performance of the Company or the practice/country/business unit relevant to the role, not adjusted for individual performance and prorated based on eligible days of service in current performance period*</li></ul>

\*Eligible Executives who are eligible for executive sales, commissions, or other incentive plans other than the Annual Incentive Plan may be eligible for post-termination payouts, but only to the extent provided and subject to the terms and conditions applicable under such other plan(s).

2. Article 3 (“Severance Benefits”) is further amended by replacing the existing text under the heading “Amount of Severance Benefits” and immediately prior to the subheading “Calculation of Incentive Pay Amounts” with the following:

An Eligible Executive who has a Termination Without Cause after reaching age 55 and completing 10 years of service with Kyndryl (including, for this purpose, service with IBM for individuals whose employment was transferred from IBM to Kyndryl in connection with Kyndryl's spin-off from IBM as an independent publicly traded company) will also be eligible for continued vesting following termination of employment in the Eligible Executive's outstanding restricted stock units or cash awards issued under the Long-Term Performance Plan. An Eligible Executive who has a Termination Without Cause and is subsequently rehired by Kyndryl (“Break-in-Service”) within a period of 12 months or less shall have service with Kyndryl prior to such separation of employment restored and counted as service for purposes of calculating eligible years of service for continued vesting. A Break-in-Service for a period of greater than 12 months shall not count as continuous service and all service prior to the Break-in-Service shall be forfeited for purposes of satisfying the continued vesting requirement. The Eligible Executive must have completed one year of service with Kyndryl measured from the equity award grant date for such outstanding restricted stock units or cash awards to be eligible for continued vesting. This continued vesting is part of the Severance Benefits under the Plan and subject to signing and not revoking a confidential separation agreement as required under the Plan that also includes, except to the extent waived by Kyndryl for retirees outside the United States or where waiver is required by local law for retirees in the United States (in writing by the Plan Administrator), a two-year non-competition commitment as required under Kyndryl's Executive Retirement Policy.

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3. Article 4 (“Payment of Severance Benefit”) is amended by replacing the existing text and table under the heading “Form of Payment” with the following:

### Form of Payment

The form of payment for the Severance Benefits payable under the Plan depends on the circumstances of your termination of employment:

Termination Without Cause (non-Change in Control)	Change in Control Termination (for Named Executive Officers, Band A Executives)
Immediate lump sum of Base Pay Severance Benefits	Immediate lump sum of Base Pay and target bonus Severance Benefits and medical premiums
Medical premiums covered upon COBRA enrollment	Immediate lump sum of current period Annual Incentive Pay (prorated target)
Bonus under the Annual Incentive Plan paid at originally scheduled time pursuant to terms of the incentive plan (but determined using actual Company or the practice/country/business unit performance as described above and prorated based on eligible days of service in current performance period)	Payment of outstanding equity awards in accordance with the terms of the equity plan and awards
Payment of outstanding equity awards in accordance with the terms of the equity plan and awards (for individuals eligible for continued vesting on account of terminating employment after reaching age 55 and 10 years of service)	

4. Appendix (“Executive Retirement Policy”) is amended by replacing the existing text of the second bullet point with the following:
- You terminate employment with Kyndryl after reaching age 55 and completing 10 years of service with Kyndryl (including, for this purpose, service with IBM for individuals whose employment was transferred from IBM to Kyndryl in connection with Kyndryl’s spin-off from IBM as an independent publicly traded company or with Kyndryl prior to a Break-in-Service of 12 months or less shall count towards the continued vesting requirement);
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## CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Martin J. Schroeter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kyndryl Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ Martin J. Schroeter

Martin J. Schroeter  
Chairman and Chief Executive Officer  
(Principal Executive Officer)

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## CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, David B. Wyshner, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kyndryl Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2024

/s/ David B. Wyshner

David B. Wyshner

Chief Financial Officer

(Principal Financial Officer)

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**KYNDRYL HOLDINGS, INC.**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Kyndryl Holdings, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Martin J. Schroeter, Chairman and Chief Executive Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 7, 2024

/s/ Martin J. Schroeter

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Martin J. Schroeter

Chairman and Chief Executive Officer

(Principal Executive Officer)

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**KYNDRYL HOLDINGS, INC.**  
**CERTIFICATION PURSUANT TO**  
**18 U.S.C. SECTION 1350**  
**AS ADOPTED PURSUANT TO SECTION 906**  
**OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Kyndryl Holdings, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David B. Wyshner, Chief Financial Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 7, 2024

/s/ David B. Wyshner

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David B. Wyshner

Chief Financial Officer

(Principal Financial Officer)

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