



Addendum - General Conditions of Purchase of Goods or Services - Data Protection

This Data Protection Addendum ("DPA") relating to the processing of personal data ("Personal Data") applies to the processing of any personal data by any Contractor contracting with the Transports Publics Genevois (TPG) in relation to personal data on behalf of the latter within the context of providing the Cloud Services and other Services agreed in the Agreement. This DPA is subject to the provisions of the General Conditions of Purchase (hereinafter, the "CGA"). In the event of any dispute, the DPA shall prevail over the Agreement, unless explicitly stated in the Agreement identifying the relevant article in the DPA over which it prevails.

1. Processing

- 1.1 The Contractor shall be joint and severally liable with the TPG with respect to the Processing of Personal Data. The Contractor acknowledges it has received instructions or obtained approval from TPG's Data Processing Manager(s) to process the Personal Data. The TPG hereby appoints the Contractor as a Subcontractor for the processing of Personal Data. If there are other Data Processing Managers, the Contractor shall identify them and immediately inform the TPG, in any event, before supplying or sharing the Personal Data.
- 1.2 A list of categories of relevant persons, types of Personal Data, special categories of Personal Data and processing operations may, upon express request, be provided to the Contractor. The term for the Processing shall correspond to the term of the Service or the agreed characteristic performance, unless otherwise specified in the Agreement. The nature, purpose and scope of the processing shall be the provision of the Service, as described in the Agreement.
- 1.3 The Contractor agrees to process the Personal Data in accordance with the instructions provided by TPG. The context for the instructions relating to the Processing of its Personal Data shall be defined by the Agreement, this DPA and, if appropriate, the use, and configuration of the Service's features and authorised users. TPG may provide additional instructions that are legally required ("Additional Instructions"). If a Party considers that an Additional Instruction constitutes a breach of the RGPD or other applicable data protection regulations, the Party shall promptly inform the other Party and may discontinue the Service until the Additional Instruction is amended or until the legality of this Instruction is established. If the Contractor informs the TPG that an Additional Instruction is not feasible or if the TPG informs the Contractor that they do not accept the quote for the Additional Instruction prepared in accordance with article 10.2, then the Party in question may terminate the Agreement by sending a letter within one month of being notified of its decision.
- 1.4 In the event of subcontracting, the Contractor shall remain the sole point of contact with the TPG. Similarly, TPG shall be the Contractor's sole point of contact for its obligations as a Subcontractor under this DPA.
- 1.5 The Parties hereby guarantee that they shall comply with all data protection laws and regulations ("Data Protection Laws"). The TPG shall not be liable for the implementation of the applicable legal provisions and their compliance by the Contractor and its collaborators. Between the Parties, the Contractor remains liable for the legality of the processing of the Personal Data. The Contractor shall not use the Services combined with Personal Data, if such use is contrary to the Data Protection Laws.

2. Technical and organisational measures

- 2.1 The Contractor undertakes to set up and maintain technical and organisational measures to ensure a level of security adapted to the risk. These Technical and Organisational Measures may evolve according to technical progress. Consequently, the Contractor reserves the right to modify the technical and organisational measures provided that the operation of, and security of, the Services are not degraded.
- 2.2 The Contractor guarantees that the technical and organisational measures provide an appropriate level of protection for the Personal Data taking into account any risks associated with their processing.

3. Rights and requests from data subjects

- 3.1 The Parties undertake to jointly collaborate in requests from Client(s), namely any data subjects directly involved with the processing of personal data, who wish to exercise their rights in accordance with the relevant legislation relating to Personal Data (such as their right to make corrections, delete and block personal data). The TPG shall remain liable for responding to such requests from a data subject. The Contractor undertakes, to a reasonable extent, to assist TPG in responding to requests from a data subject.
- 3.2 If a data subject of the processing of his/her personal data, such as a Client, commences proceedings directly against TPG for a breach of his/her rights, the Contractor shall assist TPG with respect to any costs, expenses, damages, outlays or losses arising from such proceedings, provided that TPG has notified the Contractor in writing of the action and have given the Contractor the opportunity to cooperate with TPG within the context of the defence and settlement of such proceedings. In all cases, TPG shall have a right to institute proceedings for recourse against the Contractor, if it is established that the latter has been negligent in terms of security and thus breached its obligations under Swiss and/or European legislation related to personal data.

4. Claims from Third Parties and confidentiality

- 4.1 The Contractor undertakes not to disclose the Personal Data transmitted to it pursuant to the Agreement to any third party, unless TPG authorises it, or unless the law so requires it to do so. If a government or supervisory authority requires access to Personal Data, the Contractor shall inform TPG prior to disclosure, unless prohibited by law.



Addendum - General Conditions of Purchase of Goods or Services - Data Protection

- 4.2 The Contractor shall ensure that only trained employees are authorised to process the Personal Data, while complying with confidentiality and that they do not use the Personal Data for other purposes than those defined in the Agreement, except upon receiving contrary instructions from TPG or unless the applicable law requires it.
5. Audit
- 5.1 The Contractor agrees to carry out audits, including inspections, by the TPG or by another auditor, on behalf of the latter. The Contractor shall contribute to these audits in accordance with the following procedures:
- At the written request of TPG, the Contractor undertakes to provide it, or its authorised auditor, with the most recent certifications and/ or summaries of the audit reports that the Contractor has properly prepared to test and assess the effectiveness of the Technical and Organisational measures.
 - The Contractor shall cooperate with the TPG by providing it with any additional information available that relates to the Technical and Organisational Measures, in order to assist the latter better understand them.
 - If additional information is required by TPG to comply with its own audit obligations or those of other Data Processing Managers, or to respond to the request of a competent supervisory authority, TPG undertake to inform the Contractor in writing, to enable it provides such information or provides access to it.
 - Provided that it is not otherwise possible to comply with an auditory requirement imposed by the applicable law, only the competent supervisory authorities, TPG or its authorised auditor may carry out an on-site inspection of the facilities used for the provision of the Service, during business hours and, subject to disrupting the Contractor's activities as little as possible, after having agreed upon the date of the on-site inspection.
- 5.2 Each party agrees to bear its own costs under paragraphs a. and b. of article 5.1. Any other assistance shall be provided in accordance with article 10.2.
6. Restitution or deletion of the Client's Personal Data
- 6.1 At the term of the Agreement, regardless of the cause, the Contractor undertakes to delete or return to TPG any Personal Data that may still be in its possession, unless otherwise provided by applicable law.
7. Subsequent Subcontractors
- 7.1 TPG may authorise the Contractor to use subcontractors to process Personal Data ("Subsequent Subcontractors"). The Contractor shall inform TPG in writing, in advance, of any change to the Subsequent Subcontractors. TPG shall have 30 days from the date of this information to object to these changes which may place them in breach of their applicable legal obligations. TPG's objection must be made in writing and must be proven, including any specific reasons and proposed alternatives, if any. If TPG does not raise any objections within the aforementioned time frame, the Subsequent Subcontractor in question may be made responsible for processing the Personal Data. The Contractor shall ensure that any data protection obligations that are substantially similar to those set out in this DPA shall apply to any Subsequent Subcontractor, prior to processing the Personal Data.
- 7.2 If TPG formulates a legitimate objection to the addition of a Subsequent Subcontractor and the Contractor can not reasonably accept TPG's objection, then the Contractor shall notify TPG thereof. The Contractor may terminate the Agreement by serving written notice to TPG within one month of providing notice to TPG. The Contractor undertakes to reimburse part of the prepaid amounts, on a pro rata basis, for the period after the term of the Agreement for the Services in question.
8. Cross-border data processing
- 8.1 By accepting this DPA, the Contractor hereby guarantees that the DPA shall apply and be enforced against any Subsequent Subcontractors operating outside the European Economic Area or outside countries that the European Commission deems have providing an adequate level of protection, in the event that it uses this type of service. The Contractor shall ensure that the same obligations imposed on it under the RGPD shall also be imposed on the Subcontractor(s). In this sense, the Contractor shall ensure that the other Data Processing Managers, accept on their behalf, or on behalf of TPG, not only this DPA but also any Standard Contractual Clauses of the European Commission (Commission Decision of 5 February 2010; 2010/87/EU), including any resulting claims, shall be subject to the provisions of the Agreement, including exclusions and limitations of liability. In the event of a dispute, the Standard Contractual Clauses of the European Commission shall prevail.
- 8.2 The Contractor shall notify TPG in writing that it is using or adding another Data Processing Manager. The Contractor shall attach to the written notice, any documents certifying that the cross-border data processing meets the requirements of the RGPD and this DPA. The TPG shall then have 30 days following this notice to approve the subcontracting.
9. Breach of Personal Data
- 9.1 The Contractor undertakes to inform TPG of any breach of Personal Data within the framework of the Services as soon as possible, but no later than 72 hours after becoming aware thereof. The Contractor undertakes to promptly investigate any such breach of the



Addendum - General Conditions of Purchase of Goods or Services - Data Protection

Personal Data if it has been reported in relation to TPG's infrastructure, or in an area or in a particular area for which TPG is responsible for, and to assist them as indicated in article 10.

10. Support

10.1 The Parties undertake to seek assistance and provide mutual assistance, to the extent possible, through the technical and organisational measures, with the aim of complying with the obligations deriving from the rights of the data subjects, and also to ensure the data processing remains secure. In this regard, the Contractor shall establish an internal procedure and adequate resources to detect, analyse and report a breach of Personal Data.

10.2 The Contractor shall submit a written request for any assistance mentioned in this DPA. The TPG shall invoice the Contractor a reasonable price for the said assistance or the Additional Instructions, such price shall be either quoted by the parties or processed within the context of the change management procedures set out in the Agreement.

By signing this document, the Contractor shall apply the legal provisions relating to the protection of data for itself and for any subcontractors. The Contractor shall also undertake to verify that their subcontractors also comply with them.

Name of the company/business

Name:

Address:

Telephone:

Fax:

Place and date of valid* signature(s) and the company stamp of the company/business

****Signatures shall only be valid if made by people who have the authority to bind the company or the office, or the consortium of companies, or the association of offices, as applicable.***