VAT: NL 850838009B01
Chamber of Commerce: 53323017
ING Bank
IBAN Code: NL73INGB0006623224
BIC: INGBNL2A

tétris

Tétris Design & Build B.V.
Parnassusweg 727
1077 DG Amsterdam
The Netherlands
+31 (0)88 83 87 478

This Data Privacy Addendum ("**Addendum**") is incorporated into and amends the Supplier Agreement(s) (as defined below). Tetris Design and Build B.V. (TETRIS) (including any member(s) of the Jones Lang LaSalle corporate group that is or are party to the Supplier Agreement(s)) and Supplier agree as follows:

1. DEFINITIONS

"Data Privacy Laws" includes any laws, regulations, and secondary legislation, and orders and industry standards implementing or supplementing such provisions, concerning privacy or data protection, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Protection Act (CCPA).
"Personal Information" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Process" and "Processing" means any operation performed upon Personal Information such as collection, organization, storage, alteration, retrieval, use, dissemination, erasure or destruction.
"Supplier" means each party to the Supplier Agreement other than TETRIS.
"Supplier Agreement" means one or more agreements for the provision to TETRIS of goods and/or services (including, without limitation, all statements of work, amendments, addendums, schedules and attachments thereto).

2. USE OF PERSONAL INFORMATION AND HANDLING RESTRICTIONS

Where required by applicable Data Privacy Laws, Supplier will be data processor and TETRIS will be the data controller for all Personal Information, unless the parties agree otherwise in writing. TETRIS will ensure that all privacy notices required to enable the Supplier and any authorized sub-processors to carry out their obligations in relation to the Personal Information are provided to the relevant data subjects. TETRIS will ensure that any Personal Information transferred to the Supplier can be lawfully Processed by the Supplier or any authorized sub-processors.
Supplier acknowledges that it provides services as specified in, or otherwise performed pursuant to the Supplier Agreement ("Services"). Supplier will only Process Personal Information on TETRIS's instructions and solely as necessary for Supplier to perform the Services and its obligations under this Addendum or to perform another business purpose as permitted under applicable Data Privacy Laws. Supplier must not Process Personal Information for any other purpose. For the avoidance of doubt, Supplier must keep confidential all Personal Information and must not sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose, time-share or otherwise exchange Personal Information (or any portion thereof) for any reasons (whether or not for monetary or other consideration), except to the extent that a disclosure or transfer is required by law or is authorized under the Supplier Agreement. All Personal Information is and will be deemed to be and will remain the exclusive property of TETRIS. The acts or omissions of Supplier's affiliates (including its employees, agents, representatives, contractors and subcontractors) regarding Personal Information are deemed the acts or omissions of Supplier. The parties agree that any transfer or disclosure of Personal Information between TETRIS and Supplier under the Supplier Agreement is not for monetary or other valuable consideration and therefore does not constitute a sale of Personal Information.

To the extent the Services involve cross-border transfers of Personal Information, Supplier must ensure that such transfers comply with applicable Data Privacy Laws.

Supplier will maintain records and information that demonstrate, to TETRIS's reasonable satisfaction, its compliance with all applicable Data Privacy Laws and the requirements of this Addendum and will make all such records and information available to TETRIS or an auditor TETRIS selects for the purpose of auditing Supplier's compliance.

3. DETAILS OF PROCESSING

The **subject matter and duration** of Processing are set out in the Supplier Agreement, including this Addendum. Processing ceases upon termination or expiration of the Supplier Agreement.
The **purpose** of Processing is to perform the Services and the **nature** of Processing will consist of using, recording, editing, storing, and accessing Personal Information, for the purpose of performing Services under the Supplier Agreement(s).
Categories of individuals whose Personal Information may be Processed, unless otherwise defined elsewhere in the Supplier Agreement, may include the following in respect of TETRIS and / or its clients: employees, contractors, vendors, building occupants / tenants / landlords / visitors, and others.
The **obligations and rights** of the Supplier are set out in the Supplier Agreement, including this Addendum.
If Art. 28(3) GDPR or other Data Privacy Law obliges the Parties to agree on certain details of Processing, then:
(a) Appendix 1 must be completed and attached; and
(b) The Parties agree to the details of Processing as set out in that Appendix.

4. ACCESS LIMITATIONS

Supplier must only provide access to Personal Information to those personnel who have a need to know to enable Supplier to perform its obligations under the Supplier Agreement, and who have agreed in writing to comply with the requirements of this Addendum as if they were the Supplier. Supplier must obtain TETRIS's prior written authorization before appointing any third party to Process Personal Information, and will ensure that arrangements with any such third party are governed by a written contract including terms that offer at least the same level of protection for Personal Information as those set out in this Addendum, and which meet the requirements of applicable Data Privacy Laws.
Supplier will, in accordance with any written request from TETRIS, delete or return Personal Information (and ensure that any third parties it engages do the same) at the end of the provision of the

Services for which the Personal Information was Processed. Supplier may retain copies of Personal Information in accordance with any legal or regulatory requirements or any guidance issued by a supervisory authority relating to deletion or retention.

5. COMPLIANCE WITH DATA PRIVACY LAWS

Supplier must provide TETRIS with all reasonably requested assistance and cooperation to enable TETRIS to comply with its obligations under the Data Privacy Laws, including cooperating with TETRIS to respond to any individuals' requests, inquiries, or assertion of rights under the Data Privacy Laws with respect to Personal Information. Supplier must provide its assistance within any reasonable timeframe specified by TETRIS. If Supplier receives a request directly from an individual or legal / regulatory authority concerning Personal Information, Supplier must, to the extent not prohibited by applicable law or any regulatory authority, promptly forward the request to TETRIS for handling, direct the individual to submit the request as indicated in TETRIS's privacy statement, and cooperate with any TETRIS instructions regarding the request.

6. PRIVACY PROTECTION

Without in any way limiting any requirements or provisions of the Supplier Agreement or this Addendum, Supplier warrants that it has adopted and implemented, and will maintain for as long as this Addendum is in effect or as long as Supplier Processes Personal Information (whichever is later), technical and organizational measures to protect all Personal Information against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. Supplier will promptly provide to TETRIS upon written request a written description of the technical and organizational security measures Supplier has implemented to comply with this section. Supplier will encrypt Personal Information during transmission using industry standard protocols and also encrypt at rest any high risk (sensitive) Personal Information (as defined by applicable Data Privacy Laws). Supplier will implement and maintain security measures, procedures, and practices appropriate to the nature of Personal Information and adequate under the Data Privacy Laws to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure (**"Privacy / Security Incident")**. Supplier must immediately inform TETRIS when it becomes aware of any actual or suspected Privacy / Security Incident unless the incident is unlikely to result in a risk to the rights and freedoms of the individuals concerned, and will timely provide all information and cooperation reasonably requested by TETRIS. Supplier will promptly take all measures and actions necessary to remedy or mitigate the effects of the Privacy / Security Incident and will keep TETRIS informed of all material developments in relation to it. Unless applicable law requires, Supplier will not notify any third party or regulatory authority of an actual or suspected Privacy / Security Incident without TETRIS's prior written authorization.

7. COMPLIANCE; INDEMNIFICATION AND REMEDIES

Supplier must comply with all Data Privacy Laws in the fulfilment of its obligations and otherwise in its rendering of services to TETRIS. Supplier represents and warrants that it has implemented written guidelines to ensure its compliance with its obligations under this Addendum and shall provide those written guidelines to TETRIS on request. Each party will indemnify and keep the other party indemnified from and against any and all losses and third-party claims that the other party may suffer or incur (directly or indirectly) arising out of or relating to either party's (or the party's subsidiaries' or affiliates') failure to comply with its obligations set out in this Addendum, except insofar as the Supplier Agreement provides otherwise, in which case the terms of the Supplier Agreement prevail to the extent of the inconsistency. Supplier agrees that, without limiting any of TETRIS's other rights or remedies under the Supplier Agreement or at law, TETRIS may terminate the Supplier Agreement immediately by giving written notice to the Supplier in the event of breach by Supplier (or a third party working on behalf of Supplier) of any of its obligations under this Addendum.

8. GENERAL

Except as expressly set forth in this Addendum, the terms of the Supplier Agreement(s) shall remain unmodified and in full force and effect. If there is a conflict between the terms of a Supplier Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. If applicable law requires survival of any terms of this Addendum, such terms will survive after expiration or termination of the applicable Supplier Agreement.

TETRIS

Signed: _____

Name: _____

Title: _____

Date: _____

Supplier

Signed: _____

Name: _____

Title: _____

Date: _____

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APPENDIX I
EUROPEAN TRANSFER MECHANISMS

Applicable Standard Contractual Clauses Incorporated by Reference
Where Controller transfers (directly or via onward transfer) Personal Data that originated from Europe or the UK (as applicable) to Processor located in a country that does not provide an adequate level of protection for Personal Data (as described in European Data Protection Law), the parties agree the following:
EU Standard Contractual Clauses
A In relation to Personal Data that is protected by the EU GDPR, the New EU SCCs MODULE 2 Controller to **Processor** shall apply, are incorporated by reference https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, and are completed as follows:
1) Module Two will apply;
2) in Clause 7, the optional docking clause does not apply;
3) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes shall be ten (10) days;
4) in Clause 11, the optional language will not apply;
5) in Clause 17, Option 1 will apply, and the New EU SCCs will be governed by the Member State where the Data Exporter is established except for those countries without 3rd party beneficiary rights, the Parties agree that this shall be the law of Germany;
6) in Clause 18(b), disputes shall be resolved before the courts of the Member State in which the Data Exporter is established; and
7) Appendix I including, Annexes I, II and III of the New EU SCCs are attached below.

UK Standard Contractual Clauses as applicable
B. Subject to paragraph (C), below, in relation to Protected Data or Personal Data (as applicable) that is protected by the UK GDPR, the EU SCCs will apply in accordance with paragraphs (i), (ii), (iii), and (iv) above, is incorporated herein https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, and shall be completed as follows:
1. Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the UK GDPR, references to "EU", "Union" and "Member State law" shall be interpreted as references to English law, and references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the relevant data protection authority and courts in England;

2. Appendix 1 of the EU SCCs shall be deemed completed with the information set out in Annexes I, II and III below (as applicable);

C. To the extent that and for so long as the EU SCCs as implemented in accordance with paragraphs (A) - (B) above cannot be used to lawfully transfer Protected Data or Personal Data (as applicable) in compliance with the UK GDPR, the UK SCCs shall be incorporated by reference https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/sccs-after-transition-period/ and form an integral part of this DPA and shall apply to transfers governed by the UK GDPR. For the purposes of the UK SCCs, the relevant Annexes of the UK SCCs shall be populated using the information contained in Annexes I, II and III (as applicable); and
D. It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA) the Standard Contractual Clauses shall prevail to the extent of such conflict.

E. Alternative transfer arrangements. To the extent Controller adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses adopted pursuant to applicable European Data Protection Law) for the transfer of Personal Data not described in this DPA ("Alternative Transfer Mechanism"), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with European Data Protection Law and extends to the territories to which Personal Data is transferred) and Processor agrees to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect such Alternative Transfer Mechanism. In addition, if and to the extent that a court of competent jurisdiction or a supervisory authority with binding authority orders or determines (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer such Personal Data, Processor acknowledges and agrees that Controller may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of such Personal Data.

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ANNEX I

A. LIST OF PARTIES

Data exporter(s): _____
Name: Tetris Design and Build B.V.. and its affiliates
Address: Parnassusweg 727, 1077 DG, Amsterdam, The Netherlands
Contact person's name, position and contact details: _____
Privacy Contact: _____
Activities relevant to the data transferred under these Clauses: _____

Personal data will be transferred for the purposes of providing the agreed Services as detailed in part B.

Signature and date: _____

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

and

Data importer(s): _____
Name: _____
Address: _____
Contact person's name, position and contact details: _____
Activities relevant to the data transferred under these Clauses:

Personal data will be transferred for the purposes of providing the agreed Services as detailed in part B.
Signature and date: _____

Role (~~controller~~/processor): Processor

B. DESCRIPTION OF TRANSFER
Categories of data subjects whose personal data is transferred and categories of personal data transferred:

	Categories of data subjects whose personal data is transferred					
Category of personal data	**Corporate/ Commercial**	**TETRIS Candidates**	**TETRIS Employees/ Contractors**	**Residential**	**Vendors/ suppliers**	**Other**
Commercial Information e.g. Records of personal property, products or services purchased, obtained or considered	☐	☐	☐	☐	☐	☐
Business Contact details (Commercial/Client/Tenant)	☐	☐	☐	☐	☐	☐
Employment/Contractor related data (TETRIS) e.g. personal contact details, history, experience, family member details, benefits e.g. health insurance	☐	☐	☐	☐	☐	☐
Financial Information: e.g. ommercial/Client/Tenant) e.g. Bank Account/ Brokerage Account	☐	☐	☐	☐	☐	☐
Network Activity Data: used to provide analytics for example	☐	☐	☐	☐	☐	☐

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	Categories of data subjects whose personal data is transferred					
Category of personal data	**Corporate/ Commercial**	**TETRIS Candidates**	**TETRIS Employees/ Contractors**	**Residential**	**Vendors/ suppliers**	**Other**
Professional Information: e.g. (Commercial/Client/Tenant) e.g. Director positions/ qualifications	☐	☐	☐	☐	☐	☐
Tenant data e.g. Consumption data	☐	☐	☐	☐	☐	☐
Written Signature: An individual's written signature on a contract or lease document, letter, or application form	☐	☐	☐	☐	☐	☐
Sensitive Personal data e.g. racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health information, data relating to sex life or sexual orientation, information relating to criminal charges or convictions	☐	☐	☐	☐	☐	☐
Other Please detail:						

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

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

- Continuous

Nature of the processing

- The provision of services to TETRIS in accordance with the Agreement.

Purpose(s) of the data transfer and further processing

- To provide services to TETRIS as described in the Agreement.

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

- The personal data is to be retained until the termination of the Agreement unless otherwise agreed by the parties or required by applicable law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- The subject matter, nature and duration of the processing are described in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

- The EU Member State in which the data exporter is established.

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ANNEX II
TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICALAND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:
The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.
Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Description of how exported date is protected must be included as part of the returnable documents.

Examples of possible measures:

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products
- Measures for ensuring data minimisation
- Measures for ensuring data quality
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for allowing data portability and ensuring erasure

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

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ANNEX III

LIST OF SUB-PROCESSORS

- MODULE TWO: Transfer controller to processor
- MODULE THREE: Transfer processor to processor

EXPLANATORY NOTE:

This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

_____may use all or some of the following sub-processors in the management of our services to you.

TETRIS as controller authorises the use of the following sub-processors:

1. Name:
   _____
2. Address:
   _____
3. Contact person's name, position and contact details:
   _____
4. Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):
   _____
   _____
   _____