

# Privacy Statement

Version dated 15.06.2022

**BY CONTACTING A PARTNER, YOU UNDERSTAND AND AGREE THAT YOUR PERSONAL DATA IS COLLECTED AND PROCESSED BY THE PARTNER CONTACTED AND BY HIS/HER TEAM.**

**PLEASE READ THIS PRIVACY STATEMENT CAREFULLY TO UNDERSTAND THE PRACTICES APPLICABLE TO YOUR PERSONAL DATA.**

## 1. DEFINITIONS

<b>Consent</b>	shall mean any freely given, specific, informed, and unambiguous indication of which the Data Subject, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him/her/it.
<b>Client</b>	shall mean the natural or legal person whose Request was accepted by the Partner.
<b>Data Controller(s)</b>	shall mean the natural or legal person, which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data and who is in charge of this Processing.
<b>Data Protection Laws</b>	shall mean the data protection laws applicable in the jurisdiction where the Partner is established, and, where applicable due to its extraterritorial scope, the EU General Data Protection Regulation.
<b>Data Processor</b>	shall mean a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Data Controller.
<b>Data Subject(s)</b>	shall mean the natural or legal persons whose data is Processed, <i>i.e.</i> in the context of this Statement, the Data Subject is the Client.
<b>Disclosure</b>	shall mean making Personal Data accessible, for example by permitting access, transmission, or publication.
<b>Entity</b>	shall mean any entity whose primary activity is the provision of legal services and being bound by a franchise agreement with the Association Bonnard Lawson, a Swiss association established in Lausanne.
<b>Partner</b>	shall mean any partner affiliated with an Entity.
<b>Personal Data</b>	shall mean any type of data and information relating to a person who is either identified or identifiable.
<b>Processing</b>	shall mean any operation with Personal Data, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of Personal Data.
<b>Request</b>	shall mean the request submitted to a Partner and by which his or her services are solicited.

<b>Standard Contractual Clauses</b>	shall mean the Standard Contractual Clauses as attached to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
<b>Team</b>	shall mean the associates, legal counsels, paralegals, secretaries, assistants, and any other person associated with an Entity and involved by the Partner in handling a Request.
<b>Third-party(-ies)</b>	shall mean any natural and/or legal person who is not the Partner, his/her Team or a Client.
<b>Website</b>	shall mean the website available at the following URL <a href="https://www.bonnard-lawson.com">https://www.bonnard-lawson.com</a>

## 2. SCOPE

This Statement describes the policies and procedures regarding the Processing and Disclosure of Personal Data collected by Partners in relation to a Request.

It details the conditions at which, each Partner may collect, keep, use, and save this Personal Data.

This Statement shall apply whatever the collection and processing method or medium used.

To the extent that the Client provides the Partner with Personal Data relating to third parties, *e.g.* employees, self-employed co-workers or other contacts, the latter shall be provided with this Statement beforehand.

## 3. ACCEPTANCE

By submitting a Request, the prospective Client acknowledges that:

1. The Partner may collect and process a certain number of Personal Data about any person involved in your Request,
2. The Partner is free to use such Personal Data within the limits provided by law, especially Data Protection Laws and this Statement,
3. that he/she/it has read and understood this Statement, and
4. that he/she/it agrees to be bound by the terms contained in this Statement.

**IF YOU DO NOT AGREE WITH THE TERMS OF THIS STATEMENT, PLEASE REFRAIN FROM SUBMITTING A REQUEST.**

## 4. PRINCIPLES FOR PROCESSING PERSONAL DATA

While Processing Personal Data, the Partner and the Team will always respect the following general principles:

### a. Transparency

The Data subject shall be informed of how his/her/its Personal Data is Processed.

When the Personal Data is collected, the Data subject shall be informed of:

- the existence of the present Statement;
- the identity of the Data Controller;
- the purpose of Personal Data Processing;
- Third-parties to whom the data might be transmitted.

#### **b. Restriction to a specific purpose**

Personal Data Processed by the Partner shall be adequate and relevant to the purpose for which it was collected. This requires ensuring that the types of Personal Data collected are not excessive but proportionate to the purposes.

#### **c. Fairness and lawfulness**

When Processing Personal Data, the individual rights of the Data Subjects shall be protected. Personal Data shall be Processed lawfully, in a fair manner and in good faith.

#### **d. Consent of the Data Subject**

Personal Data shall be collected directly from the concerned Data Subject and the Consent of the said Data Subject shall be required before such collection and further Processing. The Consent shall be obtained in writing or electronically, for the purposes of documentation. The Consent is valid only if given voluntarily. If, for any reason, the Consent of the Data Subject was not obtained before collection and/or Processing, it shall be obtained in writing as soon as possible after the beginning of such Processing.

#### **THE CONSENT FOR THE PROCESSING OF PERSONAL DATA IS GIVEN OR REITERATED:**

1. UPON ACCEPTANCE BY THE CLIENT OF THE ENGAGEMENT LETTER SENT OUT BY THE PARTNER IN RELATION TO A REQUEST.
2. EACH TIME THE CLIENT VOLUNTARILY SUBMITS PERSONAL DATA IN RELATION TO THE REQUEST BEING HANDLED BY THE PARTNER.

Personal Data can be processed without Consent if it is necessary to enforce a legitimate interest of the Partner. Legitimate interests are generally of a legal (e.g., filing, enforcing or defending against legal claims) or financial (e.g. valuation of companies) nature.

The Processing of Personal Data is also permitted if national legislation requests, requires or allows this.

#### **e. Accuracy**

Personal Data kept on file shall be correct and if necessary, kept up to date. Inaccurate or incomplete Personal Data shall not be kept on file and deleted.

### **5. COLLECTED DATA**

This Statement applies to all Personal Data which is collected in relation to a Request.

The Partner will ask the Client for the information necessary to assess and if accepted, to handle the submitted Request. Such information will usually include contact details, billing information, information necessary to conduct pre-clearance checks and information relevant to the legal services provided by the Partner. Such information may be collected by any means.

In some cases, the Partner may ask for relevant information about the Client from other Partners, regulatory bodies and agencies, or third-party companies.

If the Client visits the premises where the Partner's activities unfold, additional information may be collected to identify the Client, including by means of CCTV.

For any information provided about another person, the Client must ensure compliance with any legal obligations that may apply to such provision of the information to the Partner, and to allow the Partner, where necessary, to share that information with his/her Team or third-party service providers.

## 6. USE OF DATA

The collected information is generally necessary for the performance by the Partner of the contract for legal services. It is also in some cases necessary to comply with legal obligations to which the Partner is subject, or for security reasons to ensure the confidentiality to which its activities are subject and protect the interests of other clients.

## 7. DATA DISCLOSURE

**THE PARTNER MAY DISCLOSE PERSONAL DATA EXCLUSIVELY TO THE TEAM, OTHER PARTNERS AND OTHER DATA PROCESSORS WHICH WERE PRIORLY COMMUNICATED TO THE CLIENT IN THE ENGAGEMENT LETTER, OR BY OTHER WRITTEN MEANS.**

Unless specified otherwise in written to the Client, Data Processors are prohibited to use this Personal data beyond what is necessary to handle the Request, directly or by participating in the Partner's activities.

The Partner could further share your Personal Data with other relevant third parties, in particular if the Partner is requested to do so to comply with a court order or law enforcement request, or if the Partner deems it necessary, as determined at the Partner's sole discretion, to investigate, prevent or take action regarding illegal activities, to defend our interest or as otherwise required or permitted by law.

In any case where a cross-border transfer is done, the Partner ensures that an adequate protection is guaranteed for Personal Data to be transferred by applying the Standard Contractual Clauses as made available by the European Commission and approved for use by the Swiss Data Protection Authority. These Standard Contractual Clauses will ensure an adequate level of protection abroad.

## 8. STORAGE OF YOUR PERSONAL DATA

Personal Data will be stored on internal servers in the country where the Partner is based.

The Client agrees that Processing may lead to Personal Data being transferred and stored to countries offering a lower level of protection than his/her/its country of residence or establishment. In any such case, the Partner ensures that an adequate protection is guaranteed for Personal Data to be transferred there, by applying the Standard Contractual Clauses as made available by the European Commission and approved for use by the Swiss Data Protection Authority. These Standard Contractual Clauses will ensure an adequate level of protection abroad.

## 9. RETENTION OF YOUR PERSONAL DATA

In accordance with applicable laws, the Partner will use your Personal Data for as long as necessary to satisfy the purposes for which your Personal Data was collected or to comply with applicable legal requirements.

## 10. SECURITY OF YOUR PERSONAL DATA

Each Partner applies high industry standards and will always apply adequate technical and organisational measures, in accordance with applicable laws to ensure that your data is kept secure.

In the event of a Personal Data breach, the Partner shall without undue delay, and where feasible, not later than 72 hours after having become aware of it, notify the breach to the competent supervisory authority, unless said breach is unlikely to result in a risk to your rights and freedoms.

If the breach is likely to result in a high risk to your rights and freedoms, the Partner shall communicate this breach to the Client, if it is feasible, without undue delay.

## 11. CLIENT RIGHTS

The Client has several rights in relation to the Personal Data collected by the Partner:

- 1) Right of access to ascertain what type of Personal Data was collected, and obtain copy of such Personal Data.
- 2) Right to rectification of Personal Data which is inaccurate and as a result, needs to be updated or corrected.
- 3) Right to erasure of Personal Data being stored, in certain circumstances.
- 4) Right to restriction in the use made by the Partner of the collected Personal Data.
- 5) Right to object to any use made by the Partner of the Personal Data based on its legitimate interests.
- 6) Right to portability of the Personal Data which shall then be provided in a structured, commonly used and machine-readable format, as to allow transfer to another Data Controller, without hindrance from the initial Data Controller.

**To exercise any of the above rights, the Client shall contact the Partner in charge of the Request, who will process the request within a month, unless legitimate reasons justify a refusal, restriction or deferral thereof. In the latter case, the Partner will inform the Client of the existence of such reasons.**

For security reasons, the Partner may request proof of the Client's identity, or proof that the request is being made on behalf of the Client.

A request to exercise the above rights is free of charge unless it is unfounded or excessive (e.g. if the Client has already requested such Personal Data multiple times in the last twelve months or if the request generates an extremely high workload). In such case, the Partner may charge you a reasonable request fee.

## 12. PRIVILEGED INFORMATION

The Partner commits to undertake all reasonable measures to preserve the confidentiality of privileged information and shall not use, disclose, or transmit it to any third party not bound by an equivalent privilege likewise covering such information. Any such disclosure or transmission shall be subject to the prior written consent of the Client, except to the extent that disclosure is required by law.

## 13. CONFIDENTIAL INFORMATION

The Partner commits to undertake all reasonable measures to preserve the confidentiality of the information, even if the latter is not deemed privileged information in the context of a lawyer-client relationship, and shall not use, disclose, or transmit it to any third parties without the prior written consent of the Client except to the extent that:

- (a) disclosure is required by law.
- (b) the relevant information is already in the public domain.

Disclosure of the Confidential Information shall be restricted to those individuals who are participating in the execution of this Request and who are advised of this Statement and agree to be bound by its terms, or as otherwise may be required by law.

The Partner undertakes that the Team and any Processors protect the confidentiality of Personal Data in line with this Article.

Partner cannot be held liable of any disclosure resulting from hacks or security breaches by third parties.

#### **14. CHANGES TO THE PRIVACY STATEMENT**

The most current version of this Statement will be made available on the Website and provided again to any Client by the Partner submitting a letter of engagement for a Request.

The Statement may be modified from time to time. Any such modification in the course of handling a Request will be modified to you by the Partner in charge of the Request.

#### **15. DATA CONTROLLER**

The Data Controller of the file is the law firm to which the Partner in charge of the Request is attached.

#### **16. JURISDICTION AND GOVERNING LAW**

This Statement and any questions relating thereto shall be governed by the laws of Switzerland, to the exclusion of any rules of conflict resulting from private international law.

Any dispute relating to this Statement shall exclusively be brought before the courts of Lausanne, subject to an appeal to the Swiss Federal Court.

#### **17. CONTACT**

To ask questions or make comments on this Statement or to make a complaint about compliance with applicable privacy laws, please directly contact the Partner in charge of the Request.

The Partner will acknowledge and investigate any complaint pursuant to this Statement.