

OPTIMIZEZY DPA EXHIBIT 3B
SWISS PERSONAL DATA TRANSFER ADDENDUM
TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

In cases of Personal Data transfer from and to Switzerland, this Exhibit 3B applies in addition to the applicable Standard Contractual Clauses. This Swiss Addendum is deemed entered into by into on the Effective Date of the DPA.

1. Where his Swiss Addendum uses terms that are defined in the applicable Standard Contractual Clauses, those terms shall have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings: (i) “the DPA” and “this DPA” means the DPA to which this Swiss Addendum is attached, (ii) **This Addendum** means this Swiss Addendum to the Clauses; (iii) “**Clauses**” means The Standard Contractual Clauses as defined in the DPA, and as further specified sections 9.2 and 9.3 of DPA, and (iv) “**Swiss Data Protection Law**” means The Swiss Federal Act on Data Protection of 19 June 1992 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, and any new or revised version of these laws that may enter into force from time to time.
2. This Swiss Addendum shall be read and interpreted in the light of the provisions of Swiss Data Protection Laws, and so that it fulfills the intention for it to provide the appropriate safeguards as required by Article 46 GDPR and/or Article 6(2)(a) of the Swiss Data Protection Law, as the case may be. This Swiss Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Law. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Swiss Addendum has been entered into.
3. In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.
4. In relation to any processing of Personal Data subject to Swiss Data Protection Law or to both Swiss Data Protection Laws and the GDPR, this Addendum amends the DPA including as further specified in sections 9.2 and 9.3 if the DPA to the extent necessary so they operate: (i) for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Law or Swiss Data Protection Law and the GDPR apply to the data exporter’s Processing when making that transfer; and (ii) to provide appropriate safeguards for the transfers in accordance with Article 46 of the GDPR and/or Article 6(2)(a) of the Swiss Data Protection Law, as the case may be.
5. To the extent that any Processing of Personal Data is exclusively subject to Swiss Data Protection Law, the amendments to the DPA including the SCCs, as further specified sections 9.2 and 9.3 this DPA and as required by clause I above, include (without limitation):
 - 5.1. References to the “Clauses” or the “SCCs” means this Swiss Addendum as it amends the SCCs;
 - 5.2. Clause 6 Description of the transfer(s) is replaced with: *“The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are those specified in Exhibit 1 of this DPA where Swiss Data Protection Laws apply to the data exporter’s processing when making that transfer.”*;
 - 5.3. References to “Regulation (EU) 2016/679” or “that Regulation” or “GDPR” are replaced by “*Swiss Data Protection Laws*” and references to specific Article(s) of “Regulation (EU) 2016/679” or “GDPR” are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable;
 - 5.4. References to Regulation (EU) 2018/1725 are removed;
 - 5.5. References to the “European Union”, “Union”, “EU” and “EU Member State” are all replaced with “Switzerland”;
 - 5.6. Clause 13(a) and Part C of Annex I are not used;
 - 5.6.1. the “competent supervisory authority” is the Federal Data Protection and Information Commissioner (the “FDPIC”) insofar as the transfers are governed by Swiss Data Protection Laws;
 - 5.6.2. Clause 17 is replaced to state: *“These Clauses are governed by the laws of Switzerland insofar as the transfers are governed by Swiss Data Protection Laws”*;
 - 5.6.3. Clause 18 is replaced to state: *“Any dispute arising from these Clauses relating to Swiss Data Protection Laws shall be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland in which he/she has his/her habitual residence. The Parties agree to submit themselves to the jurisdiction of such courts.”*