

Société Générale Group standards concerning HR data protection (HRDP)

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Modifications

Etat	Version	Date	Objet	Destinataires	Auteur

Specific features

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Chapitre I. Définitions

✓ "CANDIDATE" designates any person who has sent an application for a job offered by Société Générale or submitted his or her contact details in order to enter an application pool.

✓ "HR Data" designates all information concerning individuals, both employees and candidates, whether identified or likely to be identified by the implementation of any resources to which the DATA CONTROLLER or persons acting on his behalf may reasonably have access. It may also refer to data concerning a person (employee or candidate) who has submitted this data himself or herself (for example: person to be contacted in emergency, children, spouse).

"EMPLOYEE" designates any person employed or having been employed by Société Générale or working or having worked for SOCIÉTÉ GÉNÉRALE permanently or temporarily, within the scope of an employment contract, an internship agreement or an International Work Placement Programme (VIE).

"GROUP ENTITY" designates any legal entity in France or abroad or establishment outside the Société Générale Group, over which Société Générale has exclusive control as defined by article L233-16 of the French Code of Commerce.

"DATA SUBJECT" designates either an EMPLOYEE or a CANDIDATE whose data are processed.

~~"SERVICE PROVIDER RESPONSIBLE FOR PROCESSING" designates any individual or legal entity, other than the DATA CONTROLLER or HR MANAGER who process personal data on behalf of the DATA CONTROLLER or HR PROCESS MANAGER.~~

"HR PROCESS MANAGER" designates the directorate, service or department of an entity of Société Générale Group responsible, pursuant to internal organisation rules, for implementing the processing of personal data for human resources management purposes.

"DATA CONTROLLER" designates the entity of the Société Générale Group which, alone or jointly with others, decides on the process by defining the purposes and resources, in particular in view of the budget.

"SERVICES RESPONSIBLE FOR HUMAN RESOURCES" designates the services responsible for managing the human resources of the various Group activities and entities.

"Société Générale" designates the *société anonyme* (public company) governed by French law Société Générale, the registered office of which is at Paris (France) 29 boulevard Haussmann, registered on the Paris Trade and Companies Register under the unique identification number B552 120 222, or the legal entities in the Group.

"THIRD PARTY" designates any person or organisation, whether public or private, other than Société Générale and the entities of the Société Générale Group.

"PROCESSING" designates any operation or set of operations concerning person data, using automated or non-automated means, whether collecting, recording, sorting, keeping, filing, modifying, accessing, transferring, using, communicating or deleting them.

Chapitre II. Objectives pursued

The "**Internal Rules of the Human Resources Department of the Société Générale Group concerning the protection of personal data and privacy process for the purposes of managing the Société Générale Group's HR Processes**", the "HRDP Standards", aimed to guarantee an adequate and homogenous level of protection of personal data and privacy for employees and candidates within the scope of implementation of human resources management processes, and in particular when HR data is transferred by the various entities in the Société Générale Group in accordance with the general principles laid down in the *Société Générale Group Code of Conduct*.

The HRDP Standards constitute a **common minimum standard** for the various entities in the Société Générale Group. They apply to all HR data transfers between the Group entities and have complementary character with regard to the application of the local laws or the possible instructions application or extra local policies. The HRDP Standards may in no case challenge the application of local law or restrict the scope or effects thereof, and are not intended to replace such law. The potential conflicts may happen between the local legislation and the present HRDP Standards will be examined case by case by the permanent Office (cf. chapter XI) who could, if necessary, get close to the Data protections authorities. If there is no applicable local law concerning personal data processing, the HRDP Standards shall apply fully.

Chapitre III. Scope of application

The HRDP Standards apply to HR processing, whether automated or manual, of data concerning employees or candidates, realised, conducted, framed directly by the SERVICES RESPONSIBLE FOR HUMAN RESOURCES, including when carried out on behalf of another entity in the Group, for the purposes of human resources management within the scope of processes inherent to human resources, all of which are listed hereinafter:

- Administrative management of personnel, internal directories and organisation charts
- Management of payroll, wages and benefits
- Management of careers and international mobility
- Management of training
- Management of recruitment
- Managing and supervising HR duties
- HR company networks
- Employer investigations, events.

The HRDP Standards do not apply to the processing of anonymous data. The anonymization method used (according to state of art) does not enable to trace back, directly or indirectly, the identification of the employees or candidates or persons, except by means of incurring disproportionate resources, costs or time. The HRDP Standards **do not apply** to the processing of personal data of employees or candidates **not connected to the HR (or other) processes** identified hereinabove.

Chapitre IV. Legitimacy of processing

HR data can only be processed in the following cases:

- The processing is necessary **in view of compliance with a legal obligation**

- ➔ for example registration with the social security system, establishing payroll, communication with pension organisations.
- The processing pursues the realisation of the **legitimate interest** of Société Générale, an Entity in the Société Générale Group or a third party to which the data are disclosed, **subject to the interests or fundamental rights and liberties of persons not being disregarded (need to balance interests)**.
 - ➔ for example: establishing an individual training programme, implementing steering systems, appraisals, etc.
- The processing is necessary for **entering into or performing an agreement** to which the data subject is a party or an agreement entered into with a third party in the interest of the data subject or to the **adoption of pre-contractual measures** connected thereto or indeed the continuance of a legal relationship with the data subject,
 - ➔ For example: performance of employment contract, subscription to company mutual fund, management of pension plan
- The processing is necessary to the **protection of the vital interests, health or safety** of the data subject or another person.
 - ➔ For example: *stress reaction tests within the scope of occupational health*
- The EMPLOYEE or the CANDIDATE has consented freely, knowingly and unequivocally to the processing.

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- ➔ The knowing and unequivocal nature of the consent results in particular from the persons concerned being informed in accordance with the Transparency chapter V.
 - ➔ Consent is **presumed to be given** in the event that processing is implemented **to respond to a request from the data subject**.
 - ➔ Employee consent. Société Générale shall not seek to base HR data processing concerning employees only on the basis of employee consent, except if consent is made compulsory by the applicable national legislation.

Chapitre V. Principles to be observed for HR data processing

Société Générale respects the fundamental rights and liberties of employees and candidates and in particular guarantees the protection of their personal data and privacy. In particular, it ensures that it respects the principle of non-discrimination.

Société Générale and the entities in the Group ensure that they abide by the applicable national legislation and the following principles:

1. Respect for purpose

HR data shall be processed for specific, explicit and legitimate purposes connected to human resources management or an HR process as identified in these HRDP Standards. They can only be processed subsequently not in accordance with these purposes with the unequivocal consent of the data subject.

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2. Proportionality and quality of data

Only data that are adequate, relevant and not excessive in view of the purposes for which it is processed may be processed.

The HR data processed shall be accurate and, if necessary, updated. HR data must only be kept, in a form that allows the identification of persons, for a limited period in line with the purpose of collecting it, without prejudice to the legal provisions concerning keeping and filing such data.

3. Confidentiality and security of HR data

Access to HR data is limited to identified recipients and authorised persons whose status, duties and responsibilities specifically require or justify the processing of such data.

Société Générale guarantees the security of processing by adopting adequate measures and precautions, whether physical, technical or organisational, to prevent the HR data processed from being distorted, altered or damaged or unauthorised third parties gaining access thereto. In particular, it shall implement procedures for secure data transmission procedures (encryption) and storage (strict policy of management of access rules and authorisations) appropriate to the nature of the data and the quantity thereof. These measures shall take into consideration the risks posed by processing.

Société Générale guarantees compliance with the specific regulations concerning international transfers of personal data, as emerging from application of the European legislation (Directive 95/46/EC) or as set forth by national legislation.

4. Transparency

The persons concerned by HR processing shall be informed, by all appropriate means (including the intranet Group) and in a clear and accessible manner, of the conditions of use of their data and, in particular, of the identity of the DATA CONTROLLER, of the purposes of the processing, the disclosures expected and the rights they have pursuant to these HRDP Standards, without prejudice to the provisions laid down by the applicable national legislation, and any other useful information to ensure that data are collected lawfully and fairly. The HRDP Standards will be included in a Group instruction and published on the intranet Group.

If data are collected online, this information may in particular be given by the means of publishing these statements in a tab that can be directly accessed.

Chapitre VI. Sensitive or specific kinds of data

These are defined by these HR Standards as follows:

- **sensitive data** are that connected to personal privacy, such as race or ethnic origin, political, trade union or philosophical opinions, religious affiliation, details related to the state of health or genetic data, sexual orientation, convictions and offences,
- **specific kinds of data** are that connected to the personality or psychological profile of persons, convictions and offences and biometric data, it being understood that applicable national legislation may incorporate other data into this category.

Due to the particular risks posed by the processing of certain data connected to personal privacy or likely, due to its nature, to give rise if used improperly to arbitrary or illicit discrimination, Société Générale shall only process sensitive or specific kinds of data in the circumstances, conditions restrictions and rules of consent laid down by the national legislation.

Société Générale in particular guarantees the lawfulness of the processing of sensitive or specific kinds of data in respect of the rules stated in chapter IV, and the compliance with the principles stated in chapter V, through the adoption of specific and appropriate security measures, such as encryption or access restrictions, which make it possible to guarantee compliance with said principles.

Case of processing data concerning disabilities. Even though data concerning the existence of a disability are not considered as sensitive data by most national legislations, Société Générale guarantees that processing carried out within the scope of anti-discrimination programmes adopted according to the applicable national legislations are in compliance with the principles applicable to processing sensitive or specific kinds of data.

Chapitre VII. HR data transfers within and outside the Société Générale Group

Personal data concerning employees or candidates can only be disclosed to third parties outside the Société Générale Group insofar as:

- such disclosure is necessary for the performance of an employment contract, the management of the recruitment process, the provision of a service to employees and candidates pursuant to a contract or any formalised agreement entered into between the Entity of the Société Générale Group and the employee or candidate,
- when this disclosure is compulsory pursuant to a legal or regulatory provision,
- the disclosure is necessary in order to constitute, preserve or defend a right in the courts or for the protection of the legal interests of an entity in the Group when this disclosure is required by national or foreign legislation to which the Group entity in question is subject,
- in an emergencies when the health or safety of an employee so requires or when this disclosure enables the provision of a service or product requested by the employee or candidate.

Transfers of personal data concerning employees or candidates may take place in the circumstances and conditions listed hereinafter.

Compliance with these measures shall be **carefully monitored**.

- **Transfers carried out between the Société Générale Group entities**

Data concerning employees and candidates are mainly processed and stored in the local information management systems managed by each GROUP ENTITY.

However, it may be processed at or transferred to other entities in the Group or centralised with Société Générale in the following circumstances:

- implementation of national or regional shares service centres responsible for human resources management for one or more entities in the Group,
- provision of information technology services (in particular hosting, maintenance and administration) concerning human resources management applications,
- implementation of shared global services information technology platforms dedicated to human resources processes run by the Group human Resources Division of the Société Générale,
- managing HR activities at the Société Générale Group level,
- transfers carried out within the scope of individual management and international mobility (expatriation, transfer, posting, international work placement programme),
- delegation of management to another entity in the Group,
- management of international careers and talents,
- management of recruitment,
- carrying out global surveys with employees of Société Générale Group entities,
- training and awareness-raising activities.

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- **Disclosure of HR data to Société Générale Group service providers or third parties**

Société Générale may use specially authorised service providers, for example to carry out studies, support EMPLOYEES within the scope of their training, provide expertise concerning the evaluation or management of applications or provide technical services (in particular hosting, assistance and maintenance).

→ When such service providers are used, the entities in the Société Générale Group shall ensure that they select service providers with sufficient guarantees to ensure that the measures set forth in the HRDP Standards are indeed implemented (competence, reputation, financial solvency, location of servers or IT centres etc.). The obligations and service levels shall be stipulated in a detailed contractual framework aimed at ensuring that the service provider may only act on the instruction of the DATA CONTROLLER and containing the security and confidentiality obligations incumbent upon them, and the obligations and measures taken to guarantee compliance with the principles stated in the paragraph V Principles to be observed for the processing of HR data.

These rules apply to transfers carried out **to a Group entity acting in the capacity of service provider**. The Group entities initiating the transfer shall send to the recipient entity any relevant information concerning any restrictions connected to the processing of personal data arising from the application of national legislation.

- **Transfers carried out to third parties or service providers established in states which do not offer the same level of protection as HRDP Standards**

In addition to the guarantees set forth in the paragraphs above, transfers of HR data to a country of which the legislation does not guarantee a protection level equivalent to that offered by these HRDP Standards can only take place if:

- the employee or candidate has given consent to the disclosure or has himself or herself asked for it.
- or
- the third party is contractually bound¹ to comply with the HRDP Standards or to guarantee the same level of protection as that adopted by the Group entity concerned for the processing of data concerning human resources; it shall inform the Group entity concerned of any legal obligations preventing it from fulfilling the obligations arising from these HRDP Standards

When the data are collected or processed in a service providers in the European Union territory located in a country which doesn't have an appropriate level of protection within the meaning of the article 25 of the Directive 95/46/EC of the 24 October 1995, a transfer contract rely on the signature of Standard Contractual Clauses adopted or approved by the European Commission is signed with the service provider.

¹ If this disclosure concerns data collected or processed in the European Union and is made to a country which does not guarantee an adequate protection level as defined in article 25 of the Directive 95/46/CE of 24 October 1995, the term "contract" refers to a transfer contract based on the signature of standard clauses adopted or approved by the European Commission.

Chapitre VIII. Rights of persons

EMPLOYEES and CANDIDATES have the **right to question** Société Générale on the existence of processing of personal data concerning them, and on the nature of such data. They **can access** their personal data according to the terms and conditions laid down by the applicable national legislation.

EMPLOYEES and CANDIDATES have the right to **request the correction or deletion** of personal data which proves to be incomplete, inaccurate or excessive. When such requests are justified, Société Générale, insofar as possible, shall make the correction or deletion requested. Société Générale may not respond favourably to requests for correction or deletion when the data must be kept and their integrity maintained to comply with an obligation incumbent upon it pursuant to any national regulations such as labour laws, market laws, and market regulations....

EMPLOYEES and CANDIDATES can **object to their data being processed or lock access to those data** when they can justify a legitimate interest. The legitimate interest is examined on a case by case basis in view of the individual situation of persons, the existence of a legitimate interest for SOCIETE GENERALE, guarantees made to ensure rights and liberties of persons are respect and the very requirements of the applicable local regulations.

Insofar as the applicable national legislation so stipulates (in particular member states of the European Union), decisions leading to legal effects that are unfavourable to EMPLOYEES and CANDIDATES cannot be taken only on the basis of automated processing intended to define their profile or assess certain aspects of their personality, except if they have been able to submit their observations or if the decision satisfies them or if the law so allows.

Requests concerning the rights defined hereinabove shall be sent in writing for **the attention of the local HR Delegate concerning data protection**, the contact details of whom are given on the intranet or candidates' websites. They must be accompanied by proof of identity. Where applicable, they may be subject to the payment of a fixed rate or real fee as laid down by the national legislation.

When Société Générale considers, in view of the applicable national legislation, that the request is not justified, the EMPLOYEES and CANDIDATES shall be informed of the reasons leading to this decision.

Chapitre IX. Application of and compliance with HRDP Standards

The personnel of human resources directions and departments of the Société Générale Group who, for any reason, are required to process data concerning EMPLOYEES and CANDIDATES, have an obligation to comply with these HRDP Standards of which each person employed by the HRDs shall be informed individually.

Société Générale shall oversee the training of personnel responsible for processing HR data connected to the regulations and principles contained in the Internal Regulations, and in particular with respect to the conditions of legitimacy and the observance of the principles of purpose and proportionality and the use of the means intended to ensure the security and confidentiality of HR data.

Société Générale incorporates compliance with the HRDP Standards into its ongoing monitoring policy.

Société Générale shall take the measures required within the framework set forth by the applicable legislation for access, processing or use that is not in compliance with the regulations and principles laid down by the HRDP Standards.

Chapitre X. HR Delegates concerned with personal data protection

Local Delegates for the protection of HR data designated within one or more Entities (HRDP-L delegates) are responsible for overseeing compliance with the HRDP Standards by each of the Société Générale Group

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Entities. Their action is coordinated by the country or regional delegates for protection of HR data (HRDP-P Delegates) who in particular are responsible for assisting HRDP-L Delegates in applying HRDP Standards and ensuring collaboration between Société Générale Group Entities in processing data and resolving complaints and difficulties connected to the application of the HRDP Standards. Delegates for protection of HR data are also designated within Business Centres and Operational Directorates (HRDP-D Delegates) of the Société Générale Group. Their work is coordinated by the Group Delegate for protection of HR data (HRDP-G Delegates). HRDP-G and HRDP-D Delegates shall work in liaison with the Group Manager for personal data protection.

Employees and candidates shall be informed of delegates' nomination and of the means of contacting them by publication on the intranet and recruitment sites of the Société Générale Group.

Chapitre XI. Support and Supervision Committee

A Support and Supervision Committee shall ensure that HRDP Standards are applied properly at the Société Générale Group level. It is chaired by the Human Resources Director of the Société Générale Group or his Assistant. The Support and Supervision Committee meets annually to rule on the annual assessment of application of the HRDP Standards, actions to be considered and the need to revise the HRDP Standards. The Support and Supervision Committee also meets at the initiative of the Permanent Bureau, each time that it is necessary, in order to examine claims and complaints connected to application of the HRDP Standards, and in order to decide on corrective measures.

A Permanent Bureau composed of internal experts with the necessary operational independence is responsible for overseeing all aspects concerning the compliance of HR processing with these HRDP Standards and resolving all complaints and problems which cannot be resolved at local level (more particularly the conflicts between the HRDP Standards et local legislations), and that have arisen from the way in which Société Générale processes the data concerning employees and candidates. The HRDP-G Delegate, the Group Data Protection Manager and the Group Information Systems Security Manager (ISSM-G) are automatically members.

The Permanent Bureau is informed of the existence of national legal requirements which may prevent full compliance with the HRDP Standards of which the Société Générale Group Entities become aware.

The Permanent Bureau oversees determination of the regulations and procedures for which an audit shall be carried out to ensure compliance.

It informs the Support and Supervision Committee of difficulties or breaches observed.

Chapitre XII. Audit

Société Générale has an internal audit body which has statutory independence guaranteed by the banking and financial regulations. The internal audit body is responsible for carrying out, within the scope of the audit plan, security, compliance and effectiveness inspections, carrying out investigations concerning the various irregularities observed and proposing corrective measures when insufficiencies are noted. The internal audit body follows up the fulfilment of its own recommendations.

If audits connected to monitoring compliance with the HRDP Standards cannot be carried out in their entirety by the internal audit body, Société Générale may appoint an independent external auditor.

In addition, Société Générale and the Group Entity are required to cooperate with the national personal data protection Authorities and are agreed to accept every kind of audit or control of these last one and to conform of their advices in all questions in link with the application of HRDP Standards. The audit results could be communicated to the personal data protection Authorities in the country where the audit took place.

Chapitre XIII. Examination and handling of complaints from persons alleging non-compliance with HRDP Standards

Any person may rely upon these HRDP Standards and exercise his or her rights by contacting the local delegate for protection of HR data, including for difficulties connected to processing his or her HR data by another Société Générale Group Entity to which the Entity in question has transferred personal data concerning him or her.

If the local delegate or the Société Générale Group Entity does not manage to resolve the difficulty raised, the claimant may refer the matter to the Support and Monitoring Committee by sending an email to the following address ~~SG-HRDP-Standards-delegate@socgen.com~~* or by writing to the **Group HR Delegate for protection of personal data**, Société Générale, Human Resources Division, DRHG/HBS/COO, 189, rue d'Aubervilliers 75886 Paris Cedex 18.

All the Group Entities and all Group personnel, and service providers acting on their behalf, have an obligation to provide support and assist each other in processing request to exercise rights of access, rectification or objection, complaints, claims for compensation or request for information submitted by the data subjects by the application of the HRDP Standards, in order to reach an amicable settlement as quickly as possible and no longer than six months

* *Sq protection donnees rh . par @ Soc gen . com*

Chapitre XIV. Liability and third party beneficiaries

These HRDP Standards, which are binding by the signature of a contract (cf. appendix 2), are legally binding on all Société Générale Group Entities.

A Group Entity which breaches the HRDP Standards when collecting, processing or transferring personal data may be held liable for any direct and real damage sustained by the concerned thereby. The Group Entity in question may not be held liable if the Entity in question has complied with the HRDP Standards.

The data subjects may refer a complaint or claim for damages for any direct and real damages sustained or for corrective action resulting from a HRDP Standards breach to the local delegate of the employing Entity.

Details of how to make a complaint to Société Générale are set out above in Chapter XIII.

Data subjects are encouraged to raise any complaint with the relevant Société Générale entity in order that an amicable resolution can be reached. However, in any case and at any time, the data subject retains the right to make a complaint to the data protection authority or competent court against the Group entity which breached the HRDP standards.

The supplementary system peculiar to the application of the European Union legislation is described on the Appendix to Chapter XIV Liability and Third Party Beneficiaries of the presents HRDP Standards.

Chapitre XV. HRDP Standards modification

These HRDP Standards may be modified where applicable to comply with a legal or regulatory obligation or to reflect changes in the internal regulations, procedures and practices of the Société Générale Group or requests made by the Data Protection Authorities or to improve understanding or presentation hereof.

These changes shall only come into force when approved by the HRDP Standards Support and Supervision Committee or the person appointed by the Committee to do so.

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HRDP Standards or subsidiaries modifications list are possible without the permission of the protection authorities if the following conditions are respected:

- the HRDP Standards Support and Monitoring Committee or the person appointed by the Committee have to update the subsidiaries list submissive to the HRDP Standards, record all the update rules.
- any transfers will be make to a new subsidiary until this one will be really link to the HRPD Standards and until it will be in measure to guarantee their respect.
- every modification of the HRPD Standards, subsidiaries list, and application scope will be notified once a year to the CNIL.

Société Générale Group Entities employees and candidates shall be informed of any changes made to the HRDP Standards by means on publication online, on the Group's appropriate intranets and extranets.

Chapitre XVI. Date of effect of the HRDP Standards

The HRDP Standards shall take effect two days after their approval by the General Management of Société Générale with respect to personal data processed within the scope of implementation of shared global services platforms common to all Group Entities, management of HR operations at the Société Générale Group level and the provision of information technology services (in particular hosting, maintenance and administration) related to human resources management applications.

For data processed in circumstances not covered by the previous paragraph, the HRDP Standards shall take full effect from the expiry of a transition period of three (3) years. In the meantime, the Société Générale Group Entities shall take all reasonable measures to comply with the HRDP Standards.

Le Directeur des ressources humaines du Groupe
Société Générale

Le Secrétaire Général du Groupe Société
Générale

Date



Edouard-Malo Henry



Patrick Suet

APPENDIX to Chapter XIV Liability and Third Party Beneficiaries

Additional regime for application of European Union regulations

If the exporting entity is established in a Member State of the European Union and the importing entity is established in a state which does not have an adequate protection level as defined by article 25 of the European directive CE/95/46, the following additional measures shall be applicable:

1/ If there is a damage because of the HRDP Standards breach by a Group entity outside the European Union, Société Générale agrees to take the responsibility and will take the necessary measures to repair the actions of these (notably the payment of a compensation) except if an exporting entity located in the European Union has chose to transfer the employees HR data to an importing Entity, totally autonomous and independent in relation to Société Générale.

2/ When the breach of HRDP Standards attributable to a importing entity outside the European Union concerns data previously transferred to it by another exporting Entity located in the European Union, the legal actions stated in the Chapters XIII and XIV may also be exercised, in the same conditions and with the same reserves, before the Data Protection Authority or the courts of the data exporting country, and the burden of proof of the alleged breach shall not be incumbent upon the data subject. The exporting Entity may be exempted from any liability if it is in a position to prove that the importing entity is not responsible for the breach. When the data subject does not know which Group Entity is responsible for the breach, legal actions may be taken against (may be presented)to the data protection authority or the country court of the exporting entity.

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APPENDIX 1: Target Countries

Albania	Italy
NETHERLANDS ANTILLES	Japan
UNITED ARAB EMIRATES	Kazakhstan
Argentina	KOREA, REPUBLIC OF
Australia	Sri Lanka
Austria	LITHUANIA
Azerbaijan	Luxembourg
Belgium	LATVIA
Burkina Faso	MOROCCO
Bulgaria	Monaco
Brazil	Mexico
Brunei Darussalam	MALAYSIA
Canada	NETHERLANDS
SWITZERLAND	NORWAY
Chile	Philippines
China	POLAND
CAYMAN ISLANDS	Portugal
CZECH REPUBLIC	Roumania
Germany	RUSSIAN FEDERATION
DENMARK	SINGAPORE
SPAIN	Serbia
Estonia	Slovakia
Finland	Slovenia
France	Sweden
UNITED KINGDOM	THAILAND
Georgia	TURKEY
EQUATORIAL GUINEA	Turkey
GREECE	Taiwan
Hong-Kong	Ukraine
Croatia	Uruguay
HUNGARY	UNITED STATES
Indonesia	UZBEKISTAN
India	VENEZUELA
IRELAND	Vietnam
Irland	South Africa
Iran	

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APPENDIX 2 : Contract

ACCEPTATION OF the Standards DPRH

BETWEEN THE UNDERSIGNED

SOCIETE GENERALE a French company existing and organised under French law, with a capital of XXXXXX Euros, whose registered office is located at XXXXXX, registered the Trade and Companies Register under number XXXXXX, represented by _____, acting as _____, duly empowered for purposes hereof,

Hereinafter designated as "XXX", party of the first part

AND

_____, a company existing and organised under _____ law, with a capital of _____,] whose registered office is located at _____, [registered in the Trade and Companies Register of _____ under no. _____], represented by _____ acting as _____, duly empowered for purposes of the present agreement,

And hereinafter designated as the "Data Importer", party of the second part,

WHEREAS within XXXXX (the "Group"), various types of personal data processing are performed and personal data is transferred to subsidiaries located outside the European Economic Area (EAA).

WHEREAS any and all Group companies as well as their employees have to comply with the Standards DPRH enforceable within the Group.

WHEREAS XXXXX has set up and controls the enforcement of Standards DPRH to legally cover the transfer of personal data from any of the Group's subsidiaries located in any country of the EAA to any of the Group's subsidiaries located out of the EAA within the meaning of the EC Directive 95/46.

WHEREAS the Parties wish to confirm the obligation of the Data Importer to comply with the foregoing Standards DPRH.

1- PURPOSE

The Data Importer hereby expressly confirms its commitment to strictly comply with the provisions of the Standards DPRH enforceable within the Group upon the date of entry into force of this agreement, as well as any subsequent version thereof (hereinafter collectively the Standards DPRH)

2- TERM

This agreement shall come into force as of its most recent signature date and shall remain in effect as long as the Standards DPRH themselves remain in effect.

This agreement shall be automatically terminated as of right and without notice upon the date on which the Data Exporter ceases to be a Subsidiary of the Group. For the purposes hereof, the term "Subsidiary" shall

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mean (i) any company of which XXXX, either directly or indirectly, holds more than half (50%) of the registered capital, (ii) any other company which shall become a "Subsidiary" within the meaning of the Standards DPRH may be amended during the course of this Agreement.

3- MISCELLANEOUS

XXX shall be authorized to transfer all or part of its rights and obligations hereunder to any entity of its choice within the Group located in the EEA.

4- APPLICABLE LAW - DISPUTE SETTLEMENT


This agreement shall be governed by, and interpreted solely in accordance with French Law, notwithstanding its conflict of law principles.

In the event of a dispute arising between the Parties pertaining to the execution or the interpretation of the Contract, the Parties undertake to co-operate with due diligence and in good faith with a view to seeking an amicable settlement.

In case no agreement can be found within 3 months, the dispute shall be submitted for settlement within 10 days to the legal representative of each Party. In case the appointed representatives do not reach an agreement in the said delay, the dispute shall be submitted to the Direction of the Group Société Générale for examination and settlement within 10 days.

Signed in _____,

in two (2) originals

SOCIETE GENERALE	[data importer]
Date	Date
Name: <i>SDET</i> Title: <i>Corporate Secretary</i>	Name: Title:
Signature 	Signature
Company seal	Company seal

APPENDIX 3 : Audit

Regulation No. 97-02(1) of the French Banking and Financial Regulation Committee (CRBF) extended and reinforced the rules, procedures and provisions applicable to internal controls in credit institutions and investment companies.

Internal control in Credit Institutions and Investment Companies is defined as the set of resources which enables the General Management to ensure that the operations carried out, and the organization and procedures implemented are compliant with all applicable legal and regulatory provisions, with standard professional and compliance practices and with the internal rules and guidelines defined by the company's executive body. It is notably designed to identify anomalies, measure and control incurred risks, guarantee the reliability, integrity and availability of financial and management data, and verify the quality of the company's information and communication systems.

Audit and Inspection main body, internal control organs, are independent from the operational entities and have the task of assessing, in the scope of objective, meticulous and impartial approach, the efficiency of internal control.

Furthermore, the HRPD STANDARDS will be subjected to a nominative value Group instruction in which will be described work and verifications in link with the security operations, relating to HRDP STANDARDS witch will focus on:

- The presence in service contracts or agreement Group, relative clauses in link with the personal data protection
- The existence in transfer contracts with the subcontractor located outside the European Union depended on the signature of classic standards adopted by the European Commission
- Deadline respect on the employee's reclamations treatment

