

Purchase Terms and Conditions of Broker Consulting, a. s. and Information on Processing of Suppliers' Personal Data

Contents

1	Definition of Terms and Interpretation Rules	2
2	Initial Stipulations	3
3	Contract Conclusion.....	3
4	Services	3
5	Goods	4
6	Performance Requisites.....	4
7	Rights and Obligations	5
8	Price and Payment Terms.....	5
9	Quality Guarantee.....	6
10	License Arrangements	6
11	Insurance.....	7
12	Contract Termination	7
13	Confidentiality of Information.....	8
14	Personal Data	8
15	Other Arrangements	8
16	Final Stipulations	9
	Annex No. 1: Arrangement of Personal data Processing.....	10
1.	Personal Data Administrator	12
2.	Which Personal Data Can We Process.....	12
3.	Why Do We Process Your Personal Data	12
4.	Updating Your Personal Data	13
5.	How Long Do We Keep Your Data.....	13
6.	Who Do We pass Your Personal Data To	13
7.	Passing Personal Data To Third Countries	13
8.	Your Rights.....	13
9.	Your Contact for Any Questions, DPO	14
	Appendix No. 2: Information on Processing of Suppliers' Personal Data	13

1 Definition of Terms and Interpretation Rules

- 1.1 Unless otherwise stated, capitalized terms in these Terms and Conditions have the following meanings:
- (a) **"BC"** means Broker Consulting, a. s., with its registered office in Jiráskovo náměstí 2684/2, Východní Předměstí, 326 00 Plzeň (Pilsen), Company ID: 25221736, registered in the Commercial Register at the Regional Court in Plzeň, Section B, File 1121.
 - (b) **"Price"** means the price of the Performance.
 - (c) **"Order"** means BC's proposal for the Contract conclusion.
 - (d) **"Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended.
 - (e) **"Performance"** means the Goods and / or the Service, with the provision of the Performance being the delivery of the Goods or the provision of the Service.
 - (f) **"Terms"** means these terms and conditions of purchase, as amended / including possible changes and amendments.
 - (g) **"Provider"** means a natural or legal person who provides Services or delivers Goods to the BC.
 - (h) **"Services"** means any services that the Provider is intended to provide to BC for remuneration, including the tangible result of the Services. In particular, Services may consist of the execution of the work.
 - (i) **"Contract"** means a contract or other arrangement concluded by and between the Contracting Parties with the object of providing the Performance to the BC. The Contract may be concluded in writing, orally or by implicit action of the Parties.
 - (j) **"Party"** means BC and Provider respectively, and "Parties" together mean the BC and the Provider.
 - (k) **"Goods"** means any movable goods that the Provider is to supply to BC for consideration.
- 1.2 The following rules will be applied in interpretation of the Terms and Conditions:
- (a) References to "Articles" and "Appendices" mean references to Articles and Appendices to these Terms and Conditions.
 - (b) References to "working / business days" shall mean references to any day other than Saturday and Sunday, and any public holiday in accordance with the applicable laws of the Czech Republic.
 - (c) Unless the Terms and Conditions expressly provide otherwise, the terms defined in plural shall have the same meaning in singular and vice versa.
 - (d) Unless expressly provided otherwise in the Terms and Conditions or the Contract, written form does not include service by electronic means or facsimile.
 - (e) The term that the Provider will ensure the fulfilment of the obligation shall be interpreted as the fact that the Provider undertakes that another person will fulfil what has been agreed and the Provider shall compensate for the loss suffered by the BC if such fulfilment does not occur (according to Section 1769, second sentence of the Civil Code); Section 1769, first sentence of the Civil Code shall not apply to the extent that would limit the Provider's obligation under the preceding sentence.
 - (f) In addition to the provisions of the law regulations, the use of which is expressly excluded in the Terms and Conditions, to the extent that they are replaced by divergent provisions in the Contract or the Terms and Conditions, other provisions of the law shall not apply.
 - (g) The headings are used in the Terms and Conditions for clarity only and they are not relevant for their interpretation.

2 Initial Stipulations

- 2.1 These Terms and Conditions, in accordance with Section 1751 of the Civil Code, lay down the basic rules governing all and any legal relations in the provision of Performance to the BC, unless otherwise agreed in writing by the Contract. Where these Terms and Conditions refer to obligations under the Contract, this also means obligations under these Terms and Conditions.
- 2.2 By concluding the Contract, the Provider accepts the rights and obligations stated in these Terms and Conditions. The Provider undertakes that persons participating in the provision of the Performance in accordance with Article 7.2 will be acquainted with the Terms and Conditions.
- 2.3 The Business Terms and Conditions of the Provider are ineffective and inapplicable for contractual relations established by the Contract, unless BC agrees in advance to their use.

3 Contract Conclusion

- 3.1 The Contract is concluded if the Provider to whom the Order is addressed accepts such an Order without reservations within 3 working / business days as from the date specified in the Order. The Contract is also concluded in case of later acceptance of the Order by the Provider, provided that BC confirms such a later acceptance of the Order without undue delay.
- 3.2 In case of doubt, it is understood that any statement or other action of the Provider from which the Provider's consent to the acceptance of the Order can be deduced implies acceptance of the Order in its entirety. In particular, the provision of the Performance under the Order shall be deemed to be acceptance of the Order.
- 3.3 The Provider cannot accept an Order with any amendment or variation, including an amendment or variation that does not substantially alter the content of the Order. In accordance with Section 1740 of the Civil Code, BC excludes acceptance of an Order with an amendment or variation. Until the Provider accepts the Order, BC may cancel the Order without giving any reason. If the Order is cancelled, the Contract cannot be concluded.
- 3.4 The Contract may also be concluded by accepting the Provider's offer from the side of the BC.
- 3.5 In the legal relations of the Parties, commercial practices do not take precedence over provisions of the Civil Code that do not have coercive effects.

4 Services

- 4.1 The Provider undertakes that the Services shall:
 - (a) in terms of scope, quality and performance, conform to the data specified in the Order (Contract);
 - (b) be provided within the term of the Order (Contract);
 - (c) be complete, including any possible documents required to properly take over the Service (unless otherwise specified by BC, these documents will be in Czech);
 - (d) be properly provided, using only designated and safe materials;
 - (e) be free from any factual or legal defects;
 - (f) comply in all and any respects with applicable law regulations and technical and safety standards (these standards are therefore binding for the Provider);
- 4.2 If, in connection with the provision of the Service by the Provider, the Goods are delivered, the arrangements pursuant to Art. 5 shall apply to such a delivery as well.

- 4.3 In case that the Order does not specify the date of provision of the Service, the Provider is obliged to (a) commence the provision of the Service without delay, at the latest within 5 working days from the date of conclusion of the Contract and (b) finish the provision of the Service in a term usual for given type and range of Services.
- 4.4 The Provider bears the risk of loss, destruction or damage of things necessary for the provision of the Service.

5 Goods

- 5.1 The Provider undertakes that the Goods shall:
 - (a) in terms of scope, quality and performance, conform to the data specified in the Order (Contract);
 - (b) be delivered within the term of the Order (Contract);
 - (c) be complete, including any possible documents required to properly use and take over the Service (unless otherwise specified by BC, these documents will be in Czech);
 - (d) be properly provided, using only designated and safe materials;
 - (e) to match the characteristics of the submitted sample or template, whether submitted by the Provider or the BC (in case of a conflict, the sample submitted by BC shall prevail);
 - (f) properly packaged and provided for transportation in the manner specified in the Order and, in case of such a matter no to be specified in the Order, in the usual manner for the carriage of the Goods.
 - (g) be free from any factual or legal defects;
 - (h) comply in all and any respects with applicable law regulations and technical and safety standards (these standards are therefore binding for the Provider);
- 5.2 In case that the Order does not specify the date of delivery of the Goods, the Provider is obliged to deliver the Goods without delay, at the latest within 5 working days from the date of conclusion of the Contract. The BC is entitled to refuse a partial delivery of the Goods.
- 5.3 The risk of loss, destruction or damage of the Goods shall pass to the BC upon proper handover of the Goods to BC or to the consignee/ recipient specified in the Order.
- 5.4 If a product subject to conformity assessment according to generally binding legal regulations is delivered within the Performance, the Provider is obliged to ensure that the relevant declaration of conformity has been issued. At the request of BC, the Provider is obliged to submit a declaration of conformity.

6 Performance Requisites

- 6.1 The BC is entitled to refuse to accept a Performance that does not comply with any of the requirements under Article 4.1 or 5.1. In case that the BC takes over the unsuitable Performance, the Provider is obliged to remove all identified shortcomings of the Performance within 5 working days, unless the BC specifies in writing another time limit for their removal.
- 6.2 If it is usual for the Performance, it also includes proper training of persons designated by BC and testing. Unless otherwise agreed in writing in a particular case, the remuneration for these activities is included in the Price. If samples are delivered in connection with the provision of the Performance to the BC, the BC becomes their owner at the moment of their receipt. Unless otherwise agreed in writing in a specific case, the price of the delivered samples is included in the Price.

- 6.3 The BC is entitled to refuse to provide the Performance before the agreed date. In the event that the Performance is provided prior to the agreed date, the warranty period and payment terms shall be based on the original (agreed) period for the provision of the Performance.
- 6.4 The performance will be provided at the place specified in the Order (Contract). The Provider shall bear the cost of transport to the place of Performance, unless otherwise agreed in writing.
- 6.5 The BC shall acknowledge receipt of the Performance on the relevant handover protocol (delivery note), unless the Provider and BC agree otherwise in writing.
- 6.6 The Provider expressly assures BC that the provided Performance will be free from any defects. The BC shall notify the Provider of any possible defects in the Performance without undue delay after the BC has discovered them. The application of § 2111, § 2112 and § 2605 paragraph 2 of the Civil Code to relations established by the Contract is excluded.

7 Rights and Obligations

- 7.1 The Provider undertakes to ensure that all activities performed in the BC facility are provided only by workers who are properly insured for health and social insurance, including statutory accident insurance. At the request of the BC, the Provider shall provide him with a list of workers who perform activities under the Contract at the BC facility. The Provider is obliged to ensure visible identification of all the persons through whom he fulfils his obligations under the Contract and who are located in the BC facility.
- 7.2 The Provider is entitled to use third parties for performance of the Contract only with the prior consent of the BC. If the Provider uses third parties to perform the Contract, he is liable in the same way as if he provided the Performance by himself.
- 7.3 The Provider undertakes that all the persons involved in the provision of the Performance shall be properly trained in the field of occupational safety and health and fire protection, and they will be health and professionally competent to perform the agreed activities. The Provider declares and undertakes that the Provider and all the persons involved in the provision of the Performance have all the permits and authorizations necessary to provide the Performance and to perform all the activities under the Contract.
- 7.4 If the Provider uses equipment, utensils, instruments, tools, etc. (collectively referred to as “tools”) when providing the Performance, he undertakes to be in a good technical condition enabling proper provision of the Performance. The Provider is obliged to secure any tools used for the performance of the Contract in the BC facility against loss or theft.
- 7.5 After provision of the Performance at the BC premises, the Provider is obliged to restore the BC premises to their original or agreed upon condition and to hand them over to BC on the protocol basis at the agreed date, otherwise within 3 working days after the provision of the Performance at the latest.
- 7.6 At the request of the BC, the Provider is obliged to prove that it duly fulfils or fulfilled all and any of its obligations under the Contract.

8 Price and Payment Terms

- 8.1 The price (respectively the method of its determination) is always agreed in the Contract. Unless otherwise agreed, the Price is stated excluding the value added tax.
- 8.2 Unless agreed otherwise, the Price is payable within 30 days as from the due receipt of the invoice by the BC.
- 8.3 The Provider is entitled to issue an invoice after proper provision of Performance, which shall be confirmed by the BC pursuant to Article 6.5. The Provider will send invoices in electronic form to the

email address faktery@bcas.cz. The BC agrees to receive invoices electronically to the email address provided above.

- 8.4 Unless agreed otherwise by the Contracting Parties in writing, the Provider's invoice must contain, in addition to the legal requirements, the Order number and the handover protocol (delivery note) number; copies of these documents shall be attached to the invoice. The BC is entitled to return without payment an invoice that does not contain any of the agreed or mandatory particulars. In such a case, the new invoice maturity starts to run as late as on the day of delivery of a perfect invoice to the BC. Payment of the Price means the day on which the relevant financial amount was debited from the BC account in favour of the Provider's account.
- 8.5 If the Provider is registered for the value added tax in the Czech Republic, it is obliged to disclose to the BC and indicate on the issued invoices as a payment information the bank account published in a manner allowing remote access in accordance with the Value Added Tax Act, i.e. published on the Financial Administration website (hereinafter referred to as the "**published account**"). The BC will not pay the Price to the Provider to any other but the published account.
- 8.6 The Provider is obliged to inform the BC immediately in writing if it is decided by the relevant tax administrator that the Provider is an unreliable payer. The Provider agrees that BC pursuant to Section 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended, at its own discretion (i.e. regardless of whether the Provider becomes an unreliable payer or not) paid to the tax administrator on behalf of the Provider the value added tax on the taxable fulfilment realized on the basis of the Contract. This consent applies to any tax document issued in connection with any Contract. The Provider confirms that BC will be relieved of its debt regarding the financial fulfilment towards the Provider in a part corresponding to the value added tax by paying the relevant amount to the tax administrator. The BC will inform the Provider if it decides to pay on behalf of the Provider the amount corresponding to value added tax on behalf of the Provider in accordance with the procedure specified in this Article.

9 Quality Guarantee

- 9.1 Unless a longer period is specified in the Contract, certificate of warranty or similar document of the Provider, it is agreed that the agreed warranty period is the longest period provided by the Provider to any of its Customers for the provided Performance, but the warranty period duration must be at least (a) 24 months in case of Goods and (b) 6 months in case of Services.
- 9.2 Unless these Terms and Conditions stipulate otherwise, the warranty period begins on the day following the proper provision of the Performance. The warranty period does not run for as long as the BC cannot use the Performance due to its defects.
- 9.3 In case of a complaint, the Provider is obliged to commence negotiations with the BC on the settlement of the complaint within 2 working days from the date of delivery of the notification of the occurrence of the defect with BC and to satisfy BC's claims from defects within 10 working days from the date of delivery of the notification of the occurrence of the defect to the provider, unless the Contracting parties agree on a different term in written.
- 9.4 In the event that a replacement Performance for defective Performance is provided, a new warranty period begins in relation to the replacement Performance

10 License Arrangements

- 10.1 In the event that the Performance (its tangible result) is the subject of intellectual (industrial) ownership, the Provider, by concluding the Contract, grants to the BC a license to use the Performance (its tangible result) for an agreed, otherwise usual purpose (hereinafter referred to as "**license**"). The Provider expressly declares and undertakes that (a) it is entitled to grant the license to the BC and (b) any third party rights are not infringed by the grant of the license. The BC is not obliged to use the license.

- 10.2 The License is provided by the Provider as unlimited in territory, quantity and time and as non-exclusive, provided that the BC is entitled to change and modify the Subject of Performance within the agreed, otherwise usual purpose, unless expressly agreed otherwise by and between the Contracting Parties. The BC has the right, in whole or in part, to (a) assign the license to a third party or (b) grant (sub)license to third parties. If the assignment of a license or sublicense requires the consent of a third party, the Provider declares and undertakes that such a third party has given such a consent.
- 10.3 The fee for the granted license is included in the Price unless the Contracting Parties agree otherwise in writing.
- 10.4 The Provider shall reimburse BC for any loss incurred by the BC in connection with the assertion of any third party claims arising from the breach of its intellectual (industrial) rights as a result of the use of the Performance by the BC.

11 Insurance

- 11.1 The Provider undertakes:
- (a) to arrange liability insurance for damage caused as a result of the Provider's activities (business, professional, etc.), to the extent that possible insurance indemnity actually covers any damage that may arise in connection with the Provider's activities, provided that the Provider's participation does not exceed 10% and the maximum amount of CZK 100,000; and
 - (b) to maintain insurance thus agreed valid and effective for the time of duration of the Contract.

12 Contract Termination

- 12.1 Unless a specific Contract provides otherwise, the Contract may be prematurely terminated only:
- (a) by BC's withdrawal from the Agreement;
 - (b) by termination by the BC or the Provider for the reasons specified in these Terms and Conditions.
- 12.2 The BC shall be entitled to withdraw from the Contract if the Provider (a) breaches its obligations under the Contract and fails to remedy such a breach within 3 business days as from the day on which it became aware of or could have learned thereof; (b) breaches its obligations under the Contract repeatedly and/or in a substantial manner or in a manner which, in the opinion of BC, is not rectifiable. By withdrawing, the obligation from the Contract is cancelled from the beginning. If the Provider has already partially fulfilled its debt at the date of withdrawal, the BC may notify the Provider that the withdrawal has effects for the entire debt or for a part of the debt designated by the BC. If the BC does not make such a notice within 10 working days as from the date of the withdrawal, the withdrawal has effect only for the part of the debt that has not been fulfilled.
- 12.3 In case of repeated performance contracts, each Contracting Party shall be entitled to terminate such Contract with a two-month notice period without giving any reason, while the notice period shall commence on the day of delivery of the notice to the other Contracting Party.
- 12.4 For the avoidance of doubt there applies that no Contracting Party may withdraw from or terminate the Contract except in the manner and for the reasons expressly set out in the Contract or the Terms and Conditions.
- 12.5 In the event of termination of the Contract, the dispute settlement arrangements and other provisions which, due to their nature, are to continue even after the termination of the Contract shall remain unaffected. Similarly, in the event of termination of the Contract, the right to contractual penalties or damages incurred as a result of breach of the Contract remains unaffected.

13 Confidentiality of Information

- 13.1 All information, data, know-how, drawings and sketches, specifications and other documentation provided by BC to the Provider in connection with performance of the Contract, regardless of the form of their provision:
- (a) remain the property of BC,
 - (b) they are confidential in nature and must not be provided by the Provider or made available to any third parties (to the same extent, the Provider is obliged to oblige its employees and third parties who will have access to such information to keep such information confidential and to protect confidential information)
 - (c) The Provider may not use them for any purpose other than performance of the Contract without the prior written consent of BC.
- 13.2 If the Provider is obliged by law, decision of a court or other public authority to disclose or make available any confidential information, he is obliged to inform BC about this without undue delay and – if possible – well in advance.

14 Personal Data

- 14.1 If the Provider is a natural person, he acknowledges that BC will process his personal data in connection with the concluded Contract.
- 14.2 Information on the processing of the Provider's personal data is available at www.bcas.cz. By concluding the Contract, the Provider confirms that he has become acquainted with this information and that BC has fulfilled the disclosure duty to him to the extent as required by generally binding legal regulations.
- 14.3 If the Provider (a) processes personal data for BC while performing the Contract, and (b) does not enter into a specific agreement on the processing of personal data with BC, such processing shall be governed by the arrangement set out in Appendix No. 1.

15 Other Arrangements

- 15.1 The Provider shall be fully liable for any damage caused to BC, its contractual partners or third parties in connection with breach of the Provider's obligations under the Contract. The Provider is obliged to compensate BC for any damage incurred, including costs incurred by BC as a result of the Provider's breach of the Contract. The Provider is obliged to compensate the damage within 30 days of the BC notice.
- 15.2 If one of the Parties is prevented from performing by an intervention of a force major, that Party shall not be in delay, but only to the extent and for as long as the impossibility of performance is due to force major. Force major shall mean such events (obstacles) that occurred after the establishment of the Agreement, irrespective of the will of the Party concerned, are of an extraordinary nature, are inevitable, unforeseeable, insurmountable and impede objectively the fulfilment of the obligations as per the Contract. Fulfilment is not considered impossible if it can be done under more difficult conditions, at higher costs or after the agreed time. If a force major event occurs, the Party concerned shall immediately inform the other Party of the nature, beginning and end of the force major event. The liability of the liable Party shall not be excluded and the term of performance shall not be extended if the force major occurred when the liable Party has already been in default in the performance of its obligation or if the liable Party has failed to comply with its obligation to notify the other Party without delay. In case that the duration of the circumstances of force major exceeds 5 days, the Party to be provided with the fulfilment affected by force major is entitled to withdraw from the Contract.

- 15.3 The Parties have expressly agreed that BC is entitled to unilaterally amend these Terms and Conditions to a reasonable extent. The change will be announced by the publication of the new Terms and Conditions on the website www.bcas.cz. BC will publish the new Terms and Conditions at least 1 week before the effective date. The Provider undertakes to regularly monitor the website in order to be able to familiarize himself with the modified Terms. If (a) the Agreement obliges the Provider to repeatedly perform the same type of fulfilment on the long term basis, or (b) the Agreement is a framework contract and the Provider does not agree with the performed change in the Terms, he is entitled to reject it and to withdraw from the Contract with the notice period of two months as from the date of delivery of the notice to BC. During the notice period, the contractual relationship is governed by the original version of the Terms.
- 15.4 Without prior written consent of BC, the Provider shall not be entitled to assign, pledge or otherwise dispose of or encumber any of its receivables from BC arising from or related to the Contract. The Provider is not entitled to unilaterally set off its claim for BC from the Contract (or related to the Contract) against any claim of BC.

16 Final Stipulations

- 16.1 These Terms and Conditions, the Contract and any amendments thereto shall be governed by the laws of the Czech Republic.
- 16.2 All and any changes or amendments to the Contract may only be made in the form of a written amendment duly signed by both Parties.
- 16.3 In case that any provision of the Contract or the Terms is or becomes or is found invalid, apparent or unenforceable, this shall not affect (to the maximum extent permitted by law) the validity and enforceability of the remaining provisions of the Contract and the Terms. In such a case, the Parties undertake to replace the invalid, apparent or unenforceable provision by negotiating a valid and enforceable provision which will, to the maximal extent possible, have the same meaning and effect as legally permissible as the provision to be replaced.
- 16.4 The Parties undertake to act together for the purpose of amicable settlement of any disputes arising in connection with the Contract, including its breach, termination or nullity. If any of the Parties refuses to participate in the amicable settlement negotiations or if the dispute is not resolved to the satisfaction of the Parties, such a dispute under the Contract shall be settled by the competent court of the Czech Republic, with the jurisdiction of the general court of the BC.
- 16.5 The following appendix to these Terms and Conditions forms an integral part thereof:
Appendix 1: Arrangements for the processing of personal data
Appendix 2: Information on processing of suppliers' personal data
- 16.6 The Terms and Conditions come into effect on 21 August 2018.

Annex No. 1: Arrangement of Personal data Processing

- 1) This Annex shall apply to cases where (a) the Provider processes personal data for BC while performing the Contract; and (b) the BC and the Provider have not concluded a separate Personal Data Processing Agreement. The arrangement of this Annex shall be in the nature of a contract for the processing of personal data pursuant to Article 28 of the General Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data ("GDPR").
- 2) When processing personal data, the BC is in the position of a personal data controller and the Provider in the position of its processor. The processing of personal data by the Provider may occur solely in order to fulfil its obligations under the Contract. The Provider will only process personal data (a) provided to the Provider by the BC in connection with the concluded Contract and for the purpose of its performance; (b) obtained by the Provider in the course of performance of the Contract, including personal data provided by the Provider directly to the relevant data subject. Personal data shall be processed by the Provider for the duration of its obligations under the Contract, unless the Contract itself stipulates a shorter processing time. Upon expiry of the agreed processing time, personal data (including copies thereof) shall be immediately returned to the BC and deleted (without recovery) from all the Provider's systems and media.
- 3) The Provider is obliged to carry out the processing of personal data only in accordance with generally binding legal regulations (especially the GDPR), the Contract, this Arrangement and BC's instructions. The Provider is obliged to notify the BC in writing immediately if it believes that its instruction is in violation of generally binding legal regulations. The Provider is obliged to maintain the confidentiality of the processed personal data and not to use this data for purposes other than the performance of the Contract concluded with the BC. If the Provider discovers errors or inconsistencies in the processed personal data, the Provider is obliged to notify the BC of such a fact in written form and without delay.
- 4) The Provider shall adopt and maintain technical and organizational measures in order to prevent unauthorized or accidental access to the processed personal data, their loss or destruction. Upon request, the Provider will inform the BC of the measures taken. The Provider shall ensure the confidentiality of all persons involved in the processing of personal data. Personal data may only be disclosed to Provider's employees who (a) need to have access to such data for the purpose of performance of the Contract, (b) have received training in the proper handling of personal data, and (c) are contractually bound to keep protection, security and confidentiality of the personal data processed. This is without prejudice to Article 5 below.
- 5) The Provider is entitled to involve a third party (a so-called further processor) in the performed processing only (a) with prior written consent of the BC and (b) provided that it concludes a written agreement on processing of personal data with the further processor, which will arrange at least such a level of protection of personal data, as this arrangement with the BC; at the request of BC, the Provider shall submit such a contract to him for review. The Provider shall inform BC well in advance of any intended changes in the persons of further processors and shall allow the BC to object to such changes. The BC's objections are binding on the Provider. The Provider is fully responsible for all the processing of personal data performed by further processors.
- 6) In the event of a breach of the security of personal data processed by the Provider for the BC, the Provider (a) shall promptly take all and any appropriate remedial measures to eliminate the causes of such a breach; (b) shall inform the BC – immediately and in any case in 24 hours as a maximum - about the breach of security of personal data together with details (in particular the estimated number of data subjects concerned, the extent of the personal data concerned, the effects of personal data breaches and a description of the measures taken by the Provider). The Provider shall take such measures that the breach of security of personal data cannot be repeated in the future, including measures reasonably required by the BC. The fulfilment of the Provider's obligations under this Article

shall not affect its obligation to fully compensate any possible damage incurred in connection with the breach of the security of personal data processed by the Provider for the BC.

- 7) Without the prior written instruction of BC, the Provider will not transfer personal data processed for the BC outside the European Union and the European Economic Area.
- 8) At the request of BC, the Provider shall assist him in the exercise of the rights of data subjects under Chapter III of the GDPR. In this context, the Provider declares that it has the means and has taken measures to meet – in compliance with the GDPR – the rights of data subjects whose personal data the Provider processes for the BC. At the request of BC, the Provider shall (a) allow him to audit the processing of personal data that the Provider carries out for the BC, and (b) provide reasonable assistance in assessing the impact on the protection of personal data.
- 9) The Provider is not entitled to a special remuneration for the performance / fulfilment of its obligations under this Annex. Such remuneration is included in the Price under the Contract.

Annex No. 2: Information on Processing of Suppliers' Personal Data

1. Personal Data Administrator

- 1.1. **Broker Consulting, a.s.**, Company ID: 25221736, with its registered seat at Jiráskovo náměstí 2684/2, Východní Předměstí, 326 00 Plzeň, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section B, File 1121 (hereinafter referred to as "**BC**" or "**we**") processes, as an administrator / controller, the personal data of its existing or potential suppliers who are natural persons (hereinafter referred to as "**suppliers**" or "**you**").
- 1.2. The processing of your personal data is carried out in accordance with generally binding legal regulations, in particular Regulation No 2016/679 of the European Parliament and of the Council of 27 April 2016 on protection of individuals / natural persons with regard to the processing of personal data and on the free movement of such data and on cancellation of the regulation 95 / 46 / EC (hereinafter referred to as the 'GDPR').
- 1.3. We treat the information we process about you responsibly. This document contains information about the processing of your personal data and describes your rights

2. Which Personal Data Can We Process

- 2.1. The BC will process the information collected within the scope of negotiations on conclusion of a Contract by and between the BC and you (hereinafter referred to as the "Contract"). The BC processes the following categories of information about its suppliers:
 - identification data;
 - contact information;
 - other information that you pass to us or that we collect for the time of duration of the contract.
- 2.2. The BC only processes personal data that is reasonable, relevant and limited to the extent necessary in relation to the purpose for which it is processed.

3. Why Do We Process Your Personal Data

- 3.1. We process your personal data for the following purposes:
 - conducting a tender and negotiating a contract conclusion with a potential contractor. The legal basis for the processing carried out in this case is Article 6 (1) (b) of the GDPR and Article 6 (1) (f) of the GDPR;
 - performance / fulfilment of the contract. The legal basis for the processing carried out in this case is Article 6 (1) (b) of the GDPR;
 - compliance with our legal obligations under generally binding legal regulations (e.g. BC's obligation to keep accounting and tax documents). The legal basis for the processing carried out in this case is Article 6 (1) (c) of the GDPR;
 - determination, performance or defence of our legal claims. The legal basis for the processing carried out in this case is Article 6 (1) (f) of the GDPR;
 - if you give us your consent, we may process your personal data for the purposes specified in that consent. The legal basis for the processing carried out in this case is Article 6 (1) (a) of the GDPR.
- 3.2. Provision of personal data processed to fulfil our legal obligations is a legal requirement. The provision of personal data processed for the purpose of contract performance is a contractual requirement. You are not legally obliged to provide us with this personal information, but without providing it, we cannot enter into and / or perform the applicable agreement.

4. Updating Your Personal Data

- 4.1. The Supplier is obliged to provide the BC only with accurate, true and up-to-date information. If the Supplier finds that the information processed by the BC about it is inaccurate, false or out of date (e.g. due to a change in your personal data), it is obliged to notify BC of such a fact and allow it to remedy it.

5. How Long Do We Keep Your Data

- 5.1. We will process your personal data for as long as is necessary for the purpose of their processing. If personal data will be used simultaneously for several different purposes of processing, we will process them until the purpose with longer processing time ceases. However, for purposes with shorter processing times, we will discontinue their use as soon as the time has elapsed.
- 5.2. The BC uses the following criteria to determine the processing time of suppliers' personal data:
- for the purpose of contract negotiations, we will process your personal data from the start of such negotiations until the completion of the relevant selection procedure;
 - for the purpose of performing the contract, your personal data will be processed until the contractual obligations cease to exist;
 - in order to comply with our legal obligations, your personal data will be processed for the time of duration of the applicable legal obligation;
 - for the purpose of determining, exercising or defending our rights and claims, we may process your personal data until the end of the 5th calendar year following the end of the selection process or (if a contract has been concluded) after the termination of the contractual obligations. In the event of the commencement and duration of a judicial, administrative or other proceeding in which our rights or obligations in relation to the respective supplier are resolved, the processing period shall not end before the end of such proceeding;
 - we will process personal data processed based on your consent until you withdraw your consent (unless we specify a shorter processing time while obtaining your consent).

6. To Whom Do We pass Your Personal Data

- 6.1. Your personal data will be transferred to the relevant public authorities in accordance with generally binding legal regulations.
- 6.2. The BC is also entitled to transfer your personal data to its processors with whom it has concluded a written contract on the processing of personal data (e.g. *accountants, tax or legal advisors, IT systems providers*). Upon request, we will provide you with an up-to-date list of processors who process your personal data for us.

7. Passing Personal Data To Third Countries

- 7.1. In general, we do not transfer your personal data outside the European Economic Area (EEA).
- 7.2. However, if one of the recipients of your personal data (see Article 6 above) processes personal data in a country outside the EEA, we may transfer your personal data to such a third country. In this case, we will ensure that your personal data is processed under the appropriate safeguards (e.g. *by concluding standard contractual clauses with the recipient of the personal data*).

8. Your Rights

- 8.1. You have the rights below in relation to the processing of your personal data. However, the exercise of these rights is subject to certain exceptions and will therefore not be applicable in all situations. In the event that you exercise your rights and your application is found justified, we will take the required

measures without undue delay, at the latest within one month as from receiving your application (in justified cases, this period may be extended by up to two more months).

- Right of access You have the right of access to the personal data we process about you.
- Right of rectification You can ask us to correct inaccurate personal data..
- Right of erasure: You may ask us to delete the processed personal data; under the conditions set out in Article 17 of the GDPR.
- Right to revoke consent If processing of personal data is based on your consent, you may revoke such a consent at any time to prevent further processing for the purpose specified in that consent. However, the withdrawal of consent shall not affect the lawfulness of processing in the period prior to its withdrawal.
- Right to object If we process your personal data based on the legitimate interests of the BC, you have the right to object to such processing.
- Right to restrict processing In certain cases, you may request that we restrict processing (*e.g. until your objections are resolved*).
- Right to data portability You may ask us to transfer to you or a third party the personal data we process about you in electronic form on the basis of a contract or your consent.
- Right to file a complaint If you believe that your personal data is being processed illegally / in contradiction with legal regulations, please contact us and we will promptly rectify it. You can also file a complaint regarding the processing performed directly with the Office for Personal Data Protection (www.uoou.cz).

9. Your Contact for Any Questions, DPO

- 9.1. In order to strengthen your rights and safeguards in the processing of personal data, we have also appointed a Data Protection Officer, who can be contacted at dpo@bcas.cz.