

## **GDPR - General Data Protection Regulation**

### **1. Object**

1. 1 This agreement governs the provision of services in accordance with the scope of the services defined in individual contracts and the protection of data by METALPORT, s.r.o. within the meaning of the GDPR.

### **2. Secrecy, data privacy**

2.1 Both parties shall observe the relevant rules of data protection law, in particular the GDPR. The parties shall treat all business and trade secrets of the other party, in particular all documents, documentation, manufacturing processes and other knowledge of the other respective party confidentially and use them only for the contractual purposes.

2.2 The contractual partners will always process and use personal data of the other contractual partner in compliance with the provisions of the Data Protection Act and GDPR and only for contractually agreed purposes. In particular, they will secure this data against unauthorised access and only disclose it to third parties with the consent of the other contractual partner.

2.3 Responsibility for processing personal data lies exclusively with the contractual partner as the controller within the meaning of the GDPR. The contractual partner shall remain as this at all times and for all purposes of data processing in connection with this agreement or similar agreements.

2.4 The contractual partner is responsible for compliance with its obligations under data protection regulations, in particular for justifying the transmission of personal data and deciding on data processing and use.

2.5 The contractual partner shall treat all personal data as strictly confidential and use a reasonable amount of care to prevent unauthorised access, use or disclosure.

2.6 The contractual partner shall process personal data, plus access to it, exclusively for the \_purposes specified in this agreement (and agreements in connection with this agreement). The use, sale, lending, transfer, distribution, publication or any other form of processing of personal data for own purposes or for the purposes of third parties is only permitted with the written consent of the contractual partner.

2.7 The contractual partner will under no circumstances directly or indirectly transmit personal data to unauthorised persons without express written consent unless the transmission is required by law or by on authority. In such a case, METALPORT, s.r.o. will make every effort to inform the contractual partner as soon as possible.

2.8 The contractual partner shall oblige all persons entrusted with data processing to maintain confidentiality prior to commencing their activities unless these persons are subject to a statutory duty of confidentiality.

2.9 The contractual partner shall take all necessary measures to ensure the security of the processing in accordance with Article 32 GDPR. The contractual partner shall ensure that the technical requirements of the software and hardware used ensure adequate protection of the other contractual partner's data. This notably includes protection through entry, access and sharing controls (need-to-know basis), possible data pseudonymisation and, if necessary, a data classification scheme.

2.10 The contractual partner shall make every effort to remedy any data security breach without delay and to prevent any further data security breach. The contractual partner shall compensate METALPORT, s.r.o. for costs incurred by a data leak if this leak was caused by intentional or grossly negligent conduct on the part of the contractual partner or its employees.

2.11 The contractual partner is supported in the performance of its duties as controller within the meaning of the GDPR. This particularly applies to its obligations to comply with the rights of the data subject under the GDPR (information, enquiries, correction and deletion, data transferability, objection, as well as automated decision-making in individual cases) within the statutory time limits. However, responsibility in this respect remains with the contractual partner as the data controller.

2.12 The contractual partner shall also support METALPORT, s.r.o. in complying with the obligations set out in Articles 32 to 36 GDPR (data security measures, reports of breaches of protection of personal data to the supervisory authority, notification of the data subject concerning a breach in the protection of personal data, data protection impact assessment, prior consultation). However, responsibility in this respect remains with METALPORT, s.r.o. as the data controller in the sense of the GDPR.

2.13 The contractual partner shall set up and maintain a processing directory in accordance with Article 30 GDPR for the ordered activity and any associated order processing in accordance with a separate order and request from METALPORT, s.r.o.. However, responsibility in this respect remains with METALPORT, s.r.o. as the data controller in the sense of the GDPR.