

PRIVACY POLICY

Scania Finance Czech Republic, spol. s r.o., with its registered office at Sobínská 186, 252 19 Chrást'any, ID no.: 256 57 496, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 58719 ("Scania") hereby provides information about the manner and scope of personal data processing including the rights relating to personal data processing.

Privacy and data security are Scania's priority and personal data processing is regarded as strictly confidential and personal data are treated in accordance with data protection laws in force and effect, in particular the General Data Protection Regulation EU 2016/679.

Scania as a data controller collects, stores and uses (and otherwise processes) personal data relating in particular to the following data subjects:

- clients and other persons, i.e. individuals who have concluded a purchase agreement, a financial leasing agreement, an agreement on the lease of a vehicle, an agreement on the provision of financial services or an agreement on the lease of a vehicle with additional services with Scania (the "**Agreement**") or enter into negotiations with Scania for the purpose of concluding the Agreement or in connection with the conclusion of the Agreement (the "**Clients**");
- persons acting on behalf of the Client;
- persons who could be Scania's potential clients;
- persons related to the Client or a potential client (a wife, guarantor, Client's employee, driver of the Client's vehicle, Client's customer etc.); or
- visitors of the web pages www.scania.cz

(hereinafter jointly referred to as the "**Data Subject**").

The respective purposes for which personal data is processed are defined more precisely below.

PURPOSES OF DATA PROCESSING

Scania is authorised to process personal data for the following purposes:

- **Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement;**
- **Communicating in connection with and processing the Client's financing application;**
- **Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application;**
- **Performing the Agreement;**
- **Legal compliance** – complying with obligations imposed on Scania by generally applicable legal regulations (such as Act no. 253/2008 Sb., on certain measures against legalisation of criminal proceeds and terrorism financing, as amended, tax and accounting laws etc.); legal compliance means also the provision of information to law enforcement agencies or, as applicable, other public authorities in accordance with the relevant legal regulations;
- **Data controller's legitimate interest** – protection of the data controller's rights and interests protected by law, e.g. assessing the Client's trustworthiness, creditworthiness, and credit history; protection of Scania's assets (e.g. leased vehicles); management and collection of claims arising from or relating to the Agreement; informing SCANIA CV AB, with its registered office at

Södertälje, S-15184, Sweden, and all entities from within the Volkswagen Group on Scania's financial performance etc.;

- **Negotiations on the conclusion of agreements on supplementary insurance products;**
- **Providing assistance in connection with the settlement of an insured event;**
- **Sending commercial communications and approaching the Client with other commercial offers** – offering Scania's or third-party (e.g. insurance companies) products and services¹.

PERSONAL DATA PROCESSED

Scania is authorised to process in particular the following personal data according to the purpose of processing:

Data subject's details	Purposes of processing:
Identification and contact details (in particular name, surname; address; business name; ID no., Tax ID no.; phone)	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest, Negotiating on the conclusion of agreements on supplementary insurance products, Providing assistance in connection with the settlement of an insured event, Sending commercial communications and approaching the Client with other commercial offers (if the Client granted their consent thereto).
Birth Identification no.	Legal compliance, Data controller's legitimate interest, Negotiating on the conclusion of agreements on supplementary insurance products.
Date of birth	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest, Negotiating on the conclusion of agreements on supplementary insurance products, Providing assistance in connection with the settlement of an insured event.
Nationality	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Legal compliance, Data controller's legitimate interest, Negotiating on the conclusion of agreements on supplementary insurance products, Providing assistance in connection with the settlement of an insured event, Negotiating on the conclusion of agreements on supplementary insurance products.

¹ Scania is authorized to process an e-mail address pursuant to Section 62 (3) of Act no. 351/2011 Z.z. Electronic Communications Act, as amended, for the purposes of distributing commercial communications concerning its own products or services, if the Client initially did not refuse such distribution.

Personal data contained in proof of identity	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest, Negotiating on the conclusion of agreements on supplementary insurance products.
E-mail	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Sending commercial communications and approaching the client with other commercial offers.
Bank details (in particular account no., bank's name)	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest.
Information about the Agreement (agreement no., date etc.)	Performing the Agreement, Legal compliance.
Operating and localisation data of a vehicle	Performing the Agreement, Data controller's legitimate interest.
VIN and other information about vehicle	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest.
Details of persons related to the Client or to a potential client	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest, Providing assistance in connection with the settlement of an insured event.
Personal data indicating how the Client's obligations relating to the	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application,

Agreement are secured	Performing the Agreement, Legal compliance, Data controller's legitimate interest.
Information relating to Client's creditworthiness and trustworthiness	Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement, Communicating in connection with and processing the Client's financing application, Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application, Performing the Agreement, Legal compliance, Data controller's legitimate interest.

MANNER OF PERSONAL DATA PROCESSING

Scania will keep personal data of the Client or other Data Subjects secured in electronic or documentary form and Scania is authorised to process such personal data manually or by automated means. Personal data of the Client or other Data Subjects will be kept in Scania's information systems along with all data and information relating to the Client or other Data Subject, creditworthiness, credit history and other information on financial standing provided to Scania by the Client or other Data Subject or acquired by Scania from third parties or through its own activities.

For the purposes of legal compliance pursuant to Act no. 253/2008 Sb., on certain measures against legalisation of criminal proceeds and terrorism financing, as amended, Scania is authorised to make photocopies of the Client's proofs of identity (with the Client's consent) and to record the Client's birth identification number.

PERSONAL DATA RECIPIENTS

Personal data is disclosed only to Scania's authorised employees or the respective Scania's data processors and controllers only to an extent necessary to fulfil the respective purposes of processing or, as applicable, on the basis of consent to personal data processing.

Scania may anonymise the Client's personal data and based on such data create aggregate reports that are sent primarily to its parent company SCANIA CV AB, with its registered office at Södertälje, S-15184, Sweden, as well as all entities from within the Volkswagen Group in order to inform them on its financial standing.

The current list of Scania's personal data recipients is available to the Client or other Data Subject at their request at the e-mail address of the data processing officer *dpoSF@scania.cz* and upon the conclusion of the Agreement or at any time during its term.

In cases stipulated by law Scania is authorised and/or obliged to transfer personal data on the basis of the applicable legal regulations to law enforcements agencies or other public authorities.

DATA RETENTION PERIOD

Scania processes personal data for as long as it is necessary to secure all rights and obligations arising from the relevant contractual relationship, and for the period for which Scania as the data controller is obliged to retain personal data pursuant to generally applicable legal regulations, or for the period for which the Data Subject granted their consent to data processing.

Depending on the purpose of processing Scania processes personal data for the following periods:

Purpose of processing	Retention period
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Negotiations on the conclusion of the Agreement or in connection with the conclusion of the Agreement	<p>For the period of 6 months from the provision of personal data, if the Agreement is not concluded.</p> <p>If the Agreement is concluded between the Data Subject and the Company, then for the term of the Agreement and for the period of another 3 years from the expiry of the Agreement or, as applicable, for the period of existence of Scania's claims against the Client under the Agreement (if after the termination of the Agreement Scania has a claim against the Client arising from the Agreement).</p>
Communicating in connection with and processing the Client's financing application	<p>For the period of 6 months from the provision of personal data, if the Agreement is not concluded.</p> <p>If the Agreement is concluded between the Data Subject and the Company, then for the term of the Agreement and for the period of another 11 years from the termination of the Agreement or, as applicable, for as long as Scania has claims against the Client arising from the Agreement (if after the termination of the Agreement Scania has a claim against the Client arising from the Agreement).</p>
Assessing the Client's creditworthiness, credit history and trustworthiness necessary to assess the Client's financing application	<p>For the period of 6 months from the provision of personal data, if the Agreement is not concluded.</p> <p>If the Agreement is concluded between the Data Subject and the Company, then for the term of the Agreement and the period of another 11 years from the termination of the Agreement or, as applicable, for as long as Scania has claims against the Client arising from the Agreement (if after the termination of the Agreement Scania has a claim against the Client arising from the Agreement).</p>
Performing the Agreement	<p>For the term of the Agreement and for the period of another 11 years from the termination of the Agreement or, as applicable, for as long as Scania has claims against the Client arising from the Agreement (if after the termination of the Agreement Scania has a claim against the Client arising from the Agreement).</p>
Legal compliance	<p>For the period prescribed by the relevant legal regulation.</p>
Data processor's legitimate interest	<p>For the period necessary for a particular purpose of processing, unless otherwise provided by special legal regulations.</p>
Negotiating on the conclusion of agreements on supplementary insurance products	<p>For as long as negotiations are held for the purposes of concluding an insurance agreement, unless a justified need arises to retain personal data for a longer period in connection with a particular case.</p>
Providing assistance in connection with the settlement of an insured event	<p>For the period prescribed by the relevant legal regulation or, as applicable, for as long as necessary in connection with a particular case.</p>

Sending commercial communications and approaching the Client with other commercial offers	For as long as consent is granted to the sending of commercial communications or, as applicable, until withdrawal of the consent to the processing or, as applicable, in accordance with applicable legislation.
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PROCESSING OF PERSONAL DATA BASED ON CONSENT

The following is processed based on consent

- a) personal data comprising the name, surname, postal and e-mail address, processed for the purpose of offering products and services of Scania or third parties via electronic means (-email) or a postal services provider;
- b) copies of identity documents for the purposes of Act no. 253/2008 Sb., on certain measures against legalisation of criminal proceeds and terrorism financing, as amended.

The Client acknowledges that the consent is granted voluntarily and that it can be withdrawn in writing at any time via e-mail at dpoSF@scania.cz or via a link provided in the e-mail containing commercial communication. The consent to receive commercial communication is given until its withdrawal. The consent to make copies of an identity document is given for a period ensuing from the specific data processing purpose in connection with fulfilling an agreement or statutory obligations. The refusal to give consent by the Client or another Data Subject has no impact on the possibility to enter into the Agreement. Nevertheless, where the consent to receive commercial communication is not given, Scania is still entitled to send commercial communication relating to similar products and services (direct marketing) to the Client's postal and e-mail address pursuant to Section 7 of Act no. 480/2004 Sb. on certain services of information society, as amended, unless the recipient opposed receiving such marketing communication beforehand.

PUBLIC REGISTERS AND REGISTERS KEPT BY PRIVATE PERSONS

Scania may, even without Data Subjects' consent, process, collect and retain personal data on the creditworthiness, credit history and trustworthiness of the Data Subject for the purpose of evaluating risks arising from the Agreement as faced by Scania. For this purpose, Scania may also lodge requests with property registers or other databases keeping information on property or property relations of individuals and legal entities – namely public registers, e.g. the Commercial Register, the Land Register, the Insolvency Register, the Trade Register, the Central Enforcement Register or the Administrative Register of Economic Entities. Scania may use the findings to assess the creditworthiness, credit history and trustworthiness of Data Subjects, or to verify whether the data provided by a Data Subject are correct.

For the purposes mentioned in the paragraph above, Scania may also collect, further process and compare Data Subject's personal data with third parties' databases. Scania collects information on the creditworthiness, credit history and trustworthiness of Data Subjects to assess risks faced, by viewing the Cribis.cz application/service provided by CRIF - Czech Credit Bureau, a.s. ("CRIF"); for more information on CRIF and its personal data processing, please visit <https://www.crif.cz/>.

THIRD PARTIES' PERSONAL DATA

Third parties' personal data, meaning namely data of employees and other individuals cooperating with the Client, acting on behalf of the Client, potential Scania's prospects, and persons related to the Client or a prospect (a spouse, a guarantor, a Client's employee, a Client's driver, a Client's customer, etc.) or other data that Scania receives from the Client in connection with executing or performing the Agreement, will be processed pursuant to applicable data privacy regulations. The Client hereby acknowledges that Scania will process third parties' data for the term of the Agreement and for the

period stipulated by special legal regulations, or for a longer period where it becomes necessary and reasonable in specific cases to retain the data.

Where the Client provides third parties' personal data to Scania in relation to contractual negotiations relating to the Agreement, or in other circumstances, the Client guarantees to have duly instructed the third parties on Scania's processing of personal data and, where necessary, obtained their consent (which meets all requirements for valid consent laid down by valid and applicable legal regulations, and which is namely freely given, specific, informed and unambiguous) to the disclosure of their personal data to Scania and their subsequent processing by Scania for the purposes specified in this Policy. Upon request by Scania, the Client who has disclosed third parties' personal data to Scania is obliged to present the consent obtained from the third parties to Scania.

CONNECTED SERVICES

In connection with the Agreement, the Client may be provided with services relating to the digital tachograph and car fleet management, driver training and coaching and other connected services ("**Connected Services**"). The Client acknowledges that the privacy and processing of data of Data Subjects in relation to Related Services are laid down in a separate document called the *DATA PROCESSING AND PROTECTION IN CONNECTION WITH SCANIA CONNECTED SERVICES*, as amended, drafted and approved by Scania CV AB, the parent company, and available on the website <https://www.scania.com/cz/cs/home/products-and-services/finance-and-insurance.html>

DATA SUBJECTS' RIGHTS

A Data Subject has rights arising from legal regulations in relation to personal data processing that he/she may exercise at any time. These involve the right (i) of access to personal data, (ii) to rectification of inaccurate personal data and to have incomplete personal data completed, (iii) to erasure of personal data where the personal data is no longer necessary in relation to the purposes for which they are collected or otherwise processed or if personal data is found to have been unlawfully processed, (iv) to restriction of processing, (v) to data portability, (vi) to object, after which the personal data processing will be terminated unless there are demonstrated compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, namely where the grounds lie in the enforcement of legal claims, and (vii) the right to refer to the Office for Personal Data Protection (www.uoou.cz).

- **Right of access to personal data:** if you want to know whether Scania processes personal data you have the right to be informed whether your personal data is being processed and if it is, you have the right to access to your personal data. In the event of unfounded, excessive or recurring requests, Scania is entitled to charge a reasonable fee for making a copy of provided personal data or to refuse to act on the request (this analogically applies to the exercise of the below mentioned rights).
- **Right to rectification of inaccurate data and to have incomplete personal data completed:** if you feel that your personal data processed by Scania is inaccurate or incomplete, you are entitled to request rectification or completion. Scania will, at the same time, rectify or complete your personal data without undue delay; however, always taking into account technical feasibility.
- **Right to erasure:** should you request so, Scania will erase your personal data provided (i) it is no longer necessary in relation to the purposes for which it is collected or otherwise processed, (ii) the processing is illegal, (iii) you object to the processing and there are no compelling legitimate grounds for the processing of your personal data, or (iv) Scania is obliged by law to delete them.
- **Right to restriction of personal data processing:** if you request restriction of processing, Scania will make personal data unavailable, temporarily remove or retain the data or perform other processing acts as necessary for the due exercise of the asserted right.

- **Right to data portability:** if you want Scania to transfer data processed based on your consent or the Agreement to a third party, you may assert your right to data portability. If other persons' rights and freedoms were adversely affected by the exercise of this right, Scania will not be able to accommodate your request.
- **Right to object:** the right to object to the processing of personal data that is processed for the purpose of protection of Scania's legitimate interests. Unless it proves there are compelling legitimate grounds for processing that override the interests or the rights and freedoms of a data subject, Scania will terminate the processing in reaction to the objection without undue delay. Where the main substance of the Data Subject's objection is directed against the sending of newsletters, please use the link at the end of the latest newsletter received from us to unsubscribe from the newsletter and terminate related processing of personal data.

In the event of recurring or manifestly unfounded requests to enforce the above rights, Scania will be entitled to charge a reasonable fee for the enforcement of the right or will refuse to act on it. You will be notified accordingly.

Further information in relation to the personal data processing will be provided by the data protection officer at dpoSF@scania.cz. A Data Subject asserting his/her rights may send his/her request in writing to Scania's registered address or via email at dpoSF@scania.cz. Scania reserves its right to adequately verify the identity of the data subject asserting the above rights.

Scania is entitled to unanimously change or amend this Policy upon its sole discretion. Should it do so, Scania will notify the Data Subjects sufficiently beforehand and in a suitable manner allowing them to effectively become acquainted with the amendments.

EFFECT

The Policy constitutes an integral part of the agreements signed with Scania effective as of 25 May 2018.