

## Information clause for Business Partners (Clients and Suppliers)

In connection with processing of data in an effort to conclude the agreement, as well as during performance of its provisions and after termination of the agreement – we hereby provide you with the Information Clause, thus fulfilling our obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

### I. Personal Data Controller

Grant Thornton Polska P.S.A., with the registered seat in Poznań, at ul. Abpa. A. Baraniaka 88 E (61-131 Poznań), entered into the Register of Entrepreneurs under number KRS 0001002477.

### II. Data Protection Officer

The Data Protection Officer has been appointed. The Officer can be contacted as follows:

- a. by traditional mail at the address indicated above
- b. by email at [iod@pl.gt.com](mailto:iod@pl.gt.com)

### III. Purposes of personal data processing and legal grounds on which the Controller bases the processing of personal data

No.	Purpose of processing	Legal basis	Period of processing
1.	Establishment of commercial contacts – sales	Processing is performed pursuant to Article 6 par. 1 item f) of GDPR – processing is necessary for fulfilling the legitimate interest of the controller, involving the pursuit of sales of services	Until an effective objection is raised in connection with a special situation of the data subject
2.	Conclusion and performance of the sales agreement	Processing is performed pursuant to Article 6 par. 1 item b) of GDPR – processing is necessary for completion of activities before conclusion of the agreement and for performance thereof	Until the termination/expiry of the agreement subject to the time limits for any claims (6 years after the date of termination)
3.	Handling the enquiries of prospective and existing Clients, including claims/complaints	Processing is necessary for fulfillment of legally justified objectives of the controller, involving assurance of the quality of the services performed and the entrepreneur's image (Article 6 par. 1 item f of GDPR)	Until the termination/expiry of the agreement subject to the time limits for any claims (6 years after the date of termination)
4.	Maintenance of accounting and tax documentation	Processing is performed pursuant to Article 6. par. 1 lit c) of GDPR – processing is necessary for fulfilment of the legal obligation under Article 74 of the Act on accounting and other acts concerning taxpayers	5 years after the end of the calendar year in which the tax was due

5.	Fulfilment of the provisions of regulations related to anti-money laundering and financing of terrorism	Processing is necessary for fulfilment of the controller's legal obligation (Article 6 par. 1 item c of GDPR) under the Act of 1 March 2018 on the prevention of money laundering and the financing of terrorism (so-called "AML Act")	for 5 years after the first day of the year following the year in which transactions or business relations with the client concerned expired
5.	Debt collection	Processing is performed pursuant to Article 6 par. 1 item f) of GDPR – processing is necessary for fulfilment of the controller's legitimate interest involving maintaining financial liquidity	respectively for the period of limitation/expiry of claims inherent in the legal relationship, 6 years after the date of issue of the order
6.	Investigation of claims and protection against claims	Processing is performed pursuant to Article 6 par. 1 item f) of GDPR – processing is necessary for fulfilment of the controller's legitimate interest involving protection of the entrepreneur's interests	respectively for the period of limitation/extinction of claims inherent in the legal relationship (at least 6 years after the date of termination of cooperation)
7.	Direct marketing of own products and services	On the basis of consent and the controller's legitimate interest, which is to be regarded as the marketing of the controller's own services (i.e. Article 6 par. 1 item a of GDPR in connection with Article 10 of the Act on the provision of electronic services and Article 6 par. 1 item f of GDPR)	Until raising an objection or, if consent was given – until withdrawal of consent. However, withdrawal of consent does not affect legitimacy of processing carried out before withdrawal of consent.
8.	Direct marketing of products or services of entities from the group affiliated with the Controller in terms of capital	On the basis of the legitimate interest of the controller to promote entities from the group complementing the controller's offer (Article 6 par. 1 letter f)	Until objection against processing of personal data, no longer than over the period of 24 months

#### IV. Source of data

If the data were not obtained directly from you, this means that the source of origin of the data is your employer or an entity represented by you.

#### V. Data recipients

The Controller may share the personal data with postal operators, state authorities authorised under the law, companies affiliated by capital with the Controller (or other entities affiliated with Grant Thornton International, for internal administrative purposes as well as in instances of transferring the personal data where the entity acts as a subcontractor of the Controller). In addition, the data may be transferred in particular to software providers, IT service providers, administrative support providers, document shredding service providers, data protection consultants, marketing service providers and other suppliers of the company.

#### VI. Transfer of personal data to a third country

As a rule, personal data will not be transferred outside the European Economic Area or made available to international organisations. However, where the Controller uses service providers from outside the EEA, the transfer of data is based on a decision of the European Commission finding an adequate level of protection for personal data, or in the absence of a decision, the transfer is based on the standard contractual clauses adopted by the European Commission, Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council. A copy of the standard contractual clauses and the transfer security measures in place can be obtained from the Personal Data Controller.

## **VII. Catalogue of data subjects' rights**

You have the following rights in relation to the processing described above:

- a. right of access to the personal data,
- b. rectification of the data,
- c. erasure of the data, in absence of premises from Article 17 par. 3 of GDPR,
- d. restriction of processing,
- e. objection against processing,
- f. data portability,
- g. lodging a complaint with the President of the Personal Data Protection Office, to the extent related to the data processing carried out by the Controller.

At the same time, we would like to point out that the preferred form of contact during the exercise of the above mentioned catalogue of rights is email, addressed to: [iod@pl.gt.com](mailto:iod@pl.gt.com).

## **VIII . Information on automated decision making, including profiling**

There is no profiling, including automated decision making, in the processing of personal data.