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**INTERNAL DIRECTIVE ON PERSONAL DATA PROCESSING**

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**FHS Exclusive Agents International s.r.o.**

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**FHS EXCLUSIVE AGENTS INTERNATIONAL S.R.O.**

Lighthouse Waterfront Tower, Jankovcova 1569/2c, 170 00 Prague 7, ID no.: 109 73 460  
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**Art. 1**

**General provisions**

1. This directive defines the processing and protection of personal data processed by us, **FHS Exclusive Agents International s.r.o.**, established and existing under the law of Czech Republic, Company ID No.: 109 73 460, with its registered office at Jankovcova 1569/2c, Holešovice, 170 00 Prague 7, Czech Republic ("**Controller**" or "**Us**"), according to the Regulation of the European Parliament and of the Council (EU) 2016/679 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 ("**GDPR**") (together referred to as "**Directive**").
2. This Directive applies to you as one of our clients, in relation to the services provided to you under the contract concluded between us ("**Contract**") (you will also be further referred to as "**Data Subject**").

**Art. 2**

**Categories and Origin of the Data Subject's Personal Data**

1. The following personal data of the Data Subject is being processed within the context of the Contact:
  - a. Contact details: first/last name, gender, age, date and country of birth, nationality, permanent residence, e-mail and correspondence address, phone numbers, national identification number, passport details and payment information details.
2. In some cases, the following personal data of the Data Subject might be also processed within the context of the Contract:
  - a. Background Information: any historical or current information about the Data Subject, such as his/her participation in sports and/or membership in clubs/national teams, his/her performance statistics, any personal data included in the Contract;
  - b. Media and Social Media information: any media and social media information referring to the Data Subject or portraying the Data Subject which is publicly available or otherwise provided to the Controller;
  - c. Photos and Videos: any photos and videos produced by or on behalf of the Controller under the Contract);
  - d. Promotion and Publicity: any promotional or publicity information of the Data Subject, including, but not limited to newspaper and magazine interviews, TV interviews, online interviews and other public appearances;



- e. E-sports: any information about the Data Subject related to his/her e-sports activities, including, but not limited to online streaming, online e-sport tournaments, engagement in other e-sports and any related events;
  - f. Data on physical attributes: any information about the Data Subject's physical attributes, including, but not limited to his/her weight, height, shoe/foot size, apparel size and other relevant body measurements;
  - g. Any other personal data submitted by the Data Subject or on his/her behalf to the Controller.  
(all of the above hereinafter referred to as "**Personal Data**")
3. The Data Subject's Personal Data is being received, as a matter of principle, directly from the Data Subject or on behalf of the Data Subject, within the context of the negotiation, performance or termination of the Data Subject's Contract with the Controller. Contract-relevant information that contains the Data Subject's Personal Data may also be received from other parties like the Data Subject's management or agency.

### **Art. 3**

#### **Purposes and Legal Basis of the Processing of the Data Subject's Personal Data**

1. The Personal Data the Controller processes is used solely and exclusively for the purposes of carrying out the Contract between the Data Subject and the Controller. The legal basis for such processing is Art. 6 (1) lit. b) GDPR and includes precontractual procedures, such as the preparation of offers for the Controller's products and services, the fulfillment of contractual obligations, e.g., carrying out the service and the individual contract in place, for instance for any order or payment processing.
2. In case there is a legal obligation for the processing of the Personal Data, the legal basis is found in Art. 6(1) lit. c) GDPR. Processing that refers to a legal obligation would, for instance, be due to tax law requirements.
3. Apart from the processing that is necessary for the performance of the Contract (Art. 6 (1) lit. b) GDPR) or for the compliance with a legal obligation (Art. 6 (1) lit. c), the Data Subject's consent can also constitute a permission for the processing of the Personal Data (Art. 6 (1) lit. a) GDPR). In case the Data Subject is asked for consent to process the Personal Data, the Controller will inform the Data Subject about the purpose of the data processing and his/her right of withdrawal according to Art. 7 (3) GDPR. If the Data Subject's consent for processing the Personal Data that relates to special categories of Personal Data according to Art. 9 GDPR we will specifically point this out to the Data Subject in advance.
4. For the abovementioned processing the stipulations of the GDPR and applicable data protection regulations are always obeyed.



**Art. 4**

**Data Storage**

1. The Controller will delete any Personal Data that is no longer required for the purposes of the Contract or if the Data Subject withdraws his/her consent.
2. Should the Controller be legally obliged to or have the right to, the Controller will store the Personal Data beyond the termination of the Contract, for instance pursuant to applicable commercial codes or tax laws. Personal Data may then be stored for a period of up to ten years.

**Art. 5**


**Security of Personal Data**

1. The Controller is obliged to take appropriate technical and organizational measures so that unauthorized access to collected Personal Data, their alteration, destruction or loss or other misuse cannot occur. It is the responsibility of the Controller to review and update these measures as necessary.
2. Physical documents and digital format documents shall be stored in lockable premises to ensure that they are not unduly handled.
3. Personal Data stored on personal computers and Internet servers must be secured in accordance with current computer security requirements.
4. The Controller is obliged to ensure that Personal Data will not be disclosed to third, unauthorized parties.
5. The Controller shall take all appropriate technical and organizational measures taking into account the state of the technology, the costs of execution, the nature, extent, context and purposes of the processing, as well as the various and potentially different risks to the rights and freedoms of individuals involved in the processing (encryption, pseudonymization, ...).
6. Any Personal Data on computer screens used by the employees and manual files have to be kept hidden from non-authorized employees in appropriate places.

**Art. 6**

**Recipients of your Personal Data**

1. The Controller ensures that access to the Personal Data is only permitted to staff and departments of the Controller, its subsidiaries and other companies in the Controller's group, providers or manufacturers that require such data to fulfil and rights and/or obligations arising from the Contract.





2. In some instances, the Controller is legally obliged to transfer certain Personal Data to public authorities, such as tax offices, prosecutors or customs authorities.
3. The Controller ensures that with any receipt of the Personal Data and with any service provider that has access to the Personal Data, all necessary data protection regulations are in place.

#### **Art. 7**

##### **Data Transfer to Third Countries**

1. Please note, that the Controller may transfer the Personal Data to a Third Country which is outside the European Union/ the European Economic Area, only if (a) it is necessary for the performance of the contractual obligations under the Contract; (b) the Data Subject has consented to it or (c) there is a legal obligation to do so. The Controller will ensure that the Personal Data is adequately protected.
2. The Controller may be supported by external service providers and transfer the Personal Data to its subsidiaries that are outside the European Economic Area with whom the Controller has concluded a corresponding agreement to ensure the security of the processed data and justify the data transfer.

#### **Art. 8**

##### **The Data Subject's Rights**

1. The Data Subject has the following rights in accordance with the GDPR and may address these to the Controller:
  - i. art. 15 GDPR, the right to access
  - ii. art. 16 GDPR, the right to rectification
  - iii. art. 17 GDPR, the right erasure ('right to be forgotten')
  - iv. art. 18 GDPR, the right to restriction of processing
  - v. art. 20 GDP, the right to data portability
  - vi. art. 21 GDPR, the right to object
2. In order to exercise any of your above-mentioned rights, please send the request by e-mail to: [international@fhs-ea.com](mailto:international@fhs-ea.com), stating at least the following details: name, exercised right, concerned Personal Data.
3. The same applies should the Data Subject have questions about the Controller's data processing or should he/she wish to withdraw his/her consent.
4. Should the Data Subject exercise these rights, the Controller will process the Personal Data in accordance with the Data Subject's request.

5. Irrespective of the aforementioned, the Data Subject may file a complaint with a data protection supervisory authority, should the Data Subject deem the processing of the Personal Data in violation with the GDPR (Art. 77).
6. The Data Subject has the right to objection at any time the Controller process the Personal Data based on its legitimate interest, as well as to any profiling based on these provisions. The Controller will then no longer process the Personal Data, unless the Controller can prove the existence of compelling legitimate reasons for the processing that outweigh the Data Subject's interests, rights and freedom or the processing serves the enforcement, exercise or defence of legal claims.
7. If the Data Subject objects to processing for direct marketing purposes, the Controller will no longer process relevant Personal Data for these purposes.

#### **Art. 9**

##### **The Data Subject's obligation to provide certain Personal Data**

1. For the negotiation, performance and termination of the Contract it is necessary that the Data Subject provides certain Personal Data. This also applies to the fulfilment of any related individual contractual agreements and legal obligations. Without the Data Subject's provision of such Personal Data, the Controller is not able to set up the Contract with the Data Subject.

#### **Art. 10**

##### **Verification of compliance with the Directive**

1. The Controller's leading staff shall, within the limits of their competence, ensure that
  - a. The obligations arising from the provisions of the Directive on personal data processing are being met;
  - b. All employees of the Controller were informed about the content of this Directive.

#### **Art. 11**

##### **Final Provisions**

1. The above-mentioned persons are required to become acquainted with this Directive and its amendments. Authorized persons are also aware of the criminal and financial penalties that may be imposed if the law and applicable regulations are violated.
2. This Directive may be revised only in writing.

3. The above-mentioned persons are required to choose such a procedure so that after the conclusion of any Personal Data processing, which are subject to the protection, no third person would have access to such data.

**Art. 12**

**Effective date**

1. This Internal Directive on Personal Data processing becomes effective as of the date of its issue.

In PRAGUE on 1.1.2021

