Privacy Policy

BGDX Carbon Exchange Platform

Version 1.0 | effective date: 20 October 2026

This Privacy Policy forms an integral part of the General Terms of Use of the BGDX Carbon Exchange Platform.

1. Purpose and scope

This Policy explains how BGDX Carbon doo Beograd (the "Company") processes personal data relating to individuals associated with business Users, including their employees, representatives and Authorised Users, as well as visitors to www.bgdxcarbon.rs, users of the BGDX Carbon Exchange Platform available at portal.bgdxcarbon.com, and persons who contact us or request a demonstration. Capitalised terms not defined in this Policy have the meanings given in the Platform's General Terms of Use. This Policy applies in accordance with Serbia's Personal Data Protection Law (ZZPL) and, where applicable, the GDPR. It does not replace a separate data processing agreement where one is required.

2. Controller and contact

The controller is BGDX Carbon doo Beograd, Belgrade. Privacy questions, requests or complaints may be sent to info@bgdxcarbon.rs with the subject "Personal Data Protection". Under the General Terms, each User must have an appropriate legal basis for personal data of its employees, representatives and other individuals provided to the Company.

3. Categories of data

Category	Examples	Source
Identity and business contact data	name, title, business email, telephone and employer	individual, User or employer
Account and access data	username, role and permissions, sign-in records and account status	User, Authorised User and Platform
Registration and verification data	registration-document information, contact person, sector and authority to represent	User and public registers where applicable
Service and calculation data	entries, calculation history, support requests, communications and exports	User, Authorised User and Platform

Category	Examples	Source
Contact and demo-request data	name, business contact, organisation, request content and consent or acceptance records	person submitting the request
Technical data	IP address, device and browser type, session or cookie identifiers and security records	device, website and Platform
Billing and contractual records	subscription, invoices, payment status and records of acceptance of the Terms	User, Company and payment providers where applicable
Broker-workflow data	assigned broker, broker-account identifier, onboarding status, Service Request content and status, and confirmations	User, Broker Partner and Platform
Portfolio and reconciliation data	positions, confirmations and corrections, external movements and supporting documents	User, Broker Partner, authorised administrator and Platform
Activity and audit records	creation, amendment, submission, confirmation, correction, access, export, time, user and unique reference	Platform

Data concerning production, CO2 emissions, industry sector, prices, calculations of EUA obligations and CBAM exposure, portfolios and business strategies are generally not personal data, but may become personal data when linked to an identified or identifiable individual. Irrespective of that classification, such data may be trade secrets or confidential business information and are protected under the Company's Trade Secrets Policy, the General Terms and contractual duties. The Company does not request special-category personal data; such data should not be provided unless expressly necessary and lawful.

4. Purposes and legal bases

Purpose	Legal basis	Example
Contact, demonstration, registration and verification	steps at the individual's request before a contract; contract performance where the individual is a party; legitimate interest in administering a B2B relationship	responding to an enquiry, demonstration, application checks and account creation
Provision of Platform functions	contract performance where applicable and legitimate interest in providing a B2B service	EUA and CBAM calculations, history, support and export
Subscription, billing and records	contract performance and legal obligation	offers, invoices, tax and accounting records
Service communications	contract performance or legitimate interest	maintenance, security and change notices
Security, access management and abuse prevention	legitimate interest and, where applicable, legal obligation	user verification, roles, logs and incident investigation
Broker workflow and onboarding	contract performance where applicable, legitimate interest in implementing the request, and legal obligation	enabling Service Request and communication with the assigned broker
Portfolio, confirmations, reconciliation and audit trail	contract performance where applicable, legitimate interest and legal obligation	confirmation and correction records and integrity of internal records
Rights protection, disputes and compliance	legitimate interest and legal obligation	claim substantiation, proceedings and responses to authorities
Non-essential analytics and cookies	consent where required	usage statistics and non-essential cookies

5. Recipients and confidentiality

Access may be granted only to authorised Company personnel and providers of hosting, maintenance, security, accounting, legal and other professional services, to the extent necessary and subject to

appropriate contractual or legal obligations. Data are not sold. When a User uses Service Request, broker onboarding or related functionality, the Company may provide relevant data to the assigned Broker Partner to the extent required for that workflow and on an appropriate legal basis. Broker Partners do not receive data merely because they are listed on the Platform; data received within their direct relationship with a User are processed under their own responsibility and privacy notices. Data may also be disclosed to competent authorities where required by law, a court decision or a binding request.

6. International transfers

If data are transferred outside Serbia or, where relevant, outside the European Economic Area, the Company applies appropriate safeguards required by ZZPL and, where applicable, the GDPR, such as an adequacy decision, appropriate contractual clauses or another permitted mechanism. Information about the applicable mechanism and how to obtain a copy may be requested using the contact details in section 2.

7. Retention

Data are retained only for as long as necessary for the relevant purpose. Contact details and demonstration requests are kept for as long as needed to respond, continue business communications and protect rights. Account data, calculation history, Service Request records, confirmations and related audit trails may be retained during and after the contractual relationship for export, continuity, evidence, security, dispute resolution and protection of rights; consistently with the General Terms, the target operational period may extend until 2034, subject to periodic review. Accounting and tax data are retained for statutory periods, while logs and security data are kept for reasonably limited periods according to risk. Following termination, data are deleted or anonymised unless further retention is required by law, for dispute resolution, rights protection or backup integrity.

8. Security and User responsibilities

The Company applies appropriate technical and organisational measures, including access and role management, user verification, logging of material activity, system safeguards, backups and contractual confidentiality. Access to data of multiple Users in administrative modules is limited to authorised personnel with a need to know. The User is responsible for safeguarding access credentials, managing its Authorised Users, ensuring the lawfulness of data it provides and promptly reporting suspected unauthorised access. No transmission or information system can guarantee absolute security.

9. Individual rights

Subject to ZZPL and other applicable law, an individual may request access, rectification, erasure, restriction and portability where the statutory conditions are met, and may object to processing based on legitimate interests. Where processing relies on consent, consent may be withdrawn at any time without affecting prior lawful processing. Requests should be sent to the contact in section 2 together with information needed to verify identity. An individual may complain to Serbia's Commissioner for Information of Public Importance and Personal Data Protection without affecting other remedies.

10. Automated decisions and children

The Company does not make decisions producing legal effects or similarly significantly affecting an individual solely by automated processing. The Platform is intended exclusively for professional and business Users, is not intended for minors, and the Company does not knowingly collect their data.

11. Cookies and changes

The website and Platform may use strictly necessary cookies and similar technologies for operation, security and sign-in. Non-essential cookies are used with consent where required, and details are provided in a separate Cookie Policy. The Company may amend this Policy due to changes in the service, law or security. The updated version will be published on the website or Platform with its effective date; material changes may also be notified through the Platform or to the registered email address in accordance with the General Terms.

12. Relationship with the General Terms, language and governing law

This Policy forms an integral part of the Platform's General Terms of Use. In the event of any discrepancy between the Serbian and English versions, the Serbian version prevails unless the Company expressly provides otherwise. This Policy is governed by the laws of the Republic of Serbia, without limiting any rights available to an individual under mandatory personal data protection law.