PRIVACY AND PERSONAL DATA PROTECTION POLICY

Politique de confidentialité et de protection des données personnelles

1831 PRÉTORIEN
Société par actions simplifiée (SAS) with a share capital of 1,000 EUR
Registered office: c/o ZGS&DOM, 19 Avenue des Diables Bleus, 06300 Nice, France
RCS Nice 989 019 013 · SIRET 989 019 013 00014
CNAPS operating authorisation n° AUT-006-2124-09-09-20250998257

> *« L'autorisation d'exercice ne confère aucune prérogative de puissance publique à l'entreprise ou aux personnes qui en bénéficient. »* (Article L612-14 of the French Internal Security Code.) The operating authorisation does not confer any public authority prerogative on the company or the persons who benefit from it.

Version 1.0 of 14 November 2026. English translation provided for information. The French version is the only binding text.

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PREAMBLE AND DEFINITIONS

What is shared with us, stays with us. 1831 PRÉTORIEN protects people, and it protects their information with the same discipline. This Privacy Policy explains which personal data we collect, why, how long we keep it, who may receive it and how you can exercise your rights. It applies to Clients, Principals, their guests and contacts, prospects and visitors of pretorien.com.

In this Policy, the following terms have the meaning below:

Term	Meaning
PRÉTORIEN, we, us	1831 PRÉTORIEN SAS, data controller
Personal data	Any information relating to an identified or identifiable natural person (Article 4 GDPR)
Processing	Any operation on personal data: collection, recording, storage, use, sharing, deletion
Client	The person or entity that requests, books or pays for the Services
Principal	The person or persons protected during a Mission
Professional	Any close protection agent, team leader or specialist assigned by PRÉTORIEN
Mission	A confirmed close protection engagement
GDPR	Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation)
CNIL	Commission nationale de l'informatique et des libertés, the French supervisory authority

ARTICLE 1 : DATA CONTROLLER

1.1 The data controller is 1831 PRÉTORIEN SAS, registered office c/o ZGS&DOM, 19 Avenue des Diables Bleus, 06300 Nice, France, represented by its President.

1.2 For any question or request about personal data, write to contact@pretorien.com, or by post to the registered office, marked "Personal data".

1.3 PRÉTORIEN has not appointed a Data Protection Officer, as it is not required to under Article 37 GDPR. A named privacy contact handles every request.

ARTICLE 2 : OUR PRIVACY PRINCIPLES

2.1 **Confidentiality.** Client and Principal data is never used for advertising, never sold, rented or shared with third parties for marketing.

2.2 **Need to know.** Professionals and partners receive only the data needed for their part of the Mission, and only for the time needed.

2.3 **Minimal collection.** We collect only what a Mission, the law or safety requires.

2.4 **Safety and legal compliance.** Data is disclosed to authorities only where the law requires it or where a life is at risk.

2.5 **Protection of Professionals.** The identities of our agents and team leaders are protected in the same way as those of our Clients.

2.6 **Mission information.** Live locations, venues, routes and schedules are never disclosed to anyone not involved in the Mission.

2.7 **Retention.** Data not needed after a Mission is deleted. Data kept for future Missions is kept only with the Client's agreement and within the periods in Article 8.

2.8 **Controlled channels.** Communication runs through the team leader or the designated contact, on the channels agreed with the Client.

2.9 **Encryption and security.** Data is protected in transit and at rest (Article 9).

2.10 **Confidentiality undertakings.** Every Professional, partner and collaborator is bound by a confidentiality undertaking during and after the Mission.

2.11 **Regular review.** We review our procedures and correct weaknesses.

2.12 **Consent.** We ask the Client's consent before sharing data with a third party, unless the law or immediate safety requires otherwise.

2.13 **Training.** Our team is trained in data protection and in social engineering risks.

ARTICLE 3 : DATA WE COLLECT

Category	Examples
Identity	Name, date of birth, nationality, photograph
Contact	Email, phone, messaging handle, postal address
Identity verification	Copy of passport or ID card, proof of address (T&C 6.4)
Mission data	Itineraries, venues, residences, schedules, travel companions, known threats
Live location	Position of the Principal and the team during a Mission
Health data	Medical sheet: allergies, medication, blood group, relevant conditions, emergency contacts (T&C 6.5)
Payment data	Invoices, amounts, payment status. Card numbers are handled by the payment provider and never stored by us
Communications	Emails and messages exchanged with us, incident reports
Website data	Contact form entries, technical data and cookies (Article 11)

3.1 Data comes from the Client, the Principal or their authorised representative. Where a Client gives us data about another person (a Principal, a guest, a family member), the Client confirms that this person has been informed (Article 15).

ARTICLE 4 : PURPOSES AND LEGAL BASES

Purpose	Legal basis (Article 6 GDPR)
Answer enquiries and prepare Quotes	Pre contractual steps at the person's request
Plan, deliver and secure Missions	Performance of the contract
Identity verification before a Mission	Legitimate interest in the safety of Missions and prevention of fraud
Invoicing, accounting and tax	Legal obligation
Incident reports and defence of legal claims	Legitimate interest
Cooperation with authorities	Legal obligation, or vital interests of a person
News about our services to existing Clients	Legitimate interest, with an easy opt out at any time
News to prospects by email	Consent
Website security and audience measurement	Legitimate interest, or consent for non essential cookies

4.1 We never use data for profiling, never sell it and never use it for purposes unrelated to the above.

ARTICLE 5 : HEALTH DATA AND SENSITIVE DATA

5.1 Health data (the medical sheet) is a special category of data under Article 9 GDPR. We process it only with the explicit consent of the Principal, or to protect the vital interests of a person who cannot give consent.

5.2 The medical sheet is kept sealed, shared only with the team leader and the Professional trained in first aid, and destroyed at the end of the Mission, unless the Principal asks us to keep it for future Missions.

5.3 Consent can be withdrawn at any time. Without the medical sheet, PRÉTORIEN may limit the Mission where safety requires it.

5.4 We do not collect data revealing political opinions, religion or sexual orientation. If such data appears in a Mission brief, it is used only where safety strictly requires it.

ARTICLE 6 : RECIPIENTS

6.1 Within PRÉTORIEN, data is accessible only to the persons who need it for the Mission: management, the team leader and the assigned Professionals.

6.2 Outside PRÉTORIEN, data may be shared, on a need to know basis, with:

- licensed partners and subcontractors taking part in a Mission (in France, holders of a CNAPS authorisation);
- our accountant (Illixoo), our bank and our payment providers;
- our IT and email hosting providers;
- our insurer and its broker, in case of a claim;
- courts, police and administrative authorities, where the law requires it.

6.3 Service providers act on our instructions under a written data processing agreement (Article 28 GDPR) and may not use the data for their own purposes.

ARTICLE 7 : TRANSFERS OUTSIDE THE EUROPEAN UNION

7.1 Data is stored in the European Union wherever possible.

7.2 A Mission outside the EU may require sharing data with a local partner in that country. Such a transfer is made because it is necessary to perform the contract requested by the Client (Article 49 GDPR), and only for the data that partner needs.

7.3 Where a service provider processes data outside the EU, the transfer relies on an adequacy decision of the European Commission or on the Commission's standard contractual clauses. A copy of the safeguards is available on request.

ARTICLE 8 : RETENTION PERIODS

Data	Retention period
Live location and route details	Deleted at the end of the Mission
Medical sheet	Destroyed at the end of the Mission, unless the Principal asks us to keep it
Identity verification documents	Duration of the Mission, then deleted. Longer only with consent, for future Missions
Client file and Mission contract	Duration of the relationship plus 5 years (limitation period, Article 2224 of the Civil Code)
Invoices and accounting records	10 years (Article L123-22 of the Commercial Code)
Incident reports	5 years, or until the end of any legal proceedings
Prospect data	3 years from the last contact (CNIL guidance)
Cookies and similar trackers	13 months maximum; cookie choices kept 6 months

8.1 At the end of these periods, data is deleted or anonymised.

ARTICLE 9 : SECURITY AND DATA BREACHES

9.1 We protect data with technical and organisational measures suited to the risk (Article 32 GDPR): encryption in transit and at rest, restricted access, strong authentication, confidentiality undertakings and training.

9.2 Mission documents are shared through controlled channels only. Printed documents are kept to a minimum and destroyed after use.

9.3 No transmission over the internet is fully secure. We use industry standard safeguards and review them regularly.

9.4 In case of a personal data breach, we notify the CNIL within 72 hours where required (Article 33 GDPR). Where the breach is likely to result in a high risk, we inform the persons concerned without undue delay (Article 34 GDPR).

ARTICLE 10 : YOUR RIGHTS

10.1 You have the right to:

- access your data and receive a copy;
- have inaccurate data corrected;
- have your data erased, within the limits of our legal obligations;
- restrict processing;
- object to processing based on our legitimate interest, and to direct marketing at any time;
- receive your data in a portable format;
- withdraw your consent at any time, without affecting earlier processing;
- give instructions on what happens to your data after your death (Article 85 of the French Data Protection Act).

10.2 Send your request to contact@pretorien.com. We may ask for proof of identity where we have a reasonable doubt. We answer within one month. This period may be extended by two months for complex requests, in which case we tell you why.

10.3 You may lodge a complaint with the CNIL, 3 Place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, www.cnil.fr, or with the supervisory authority of your EU country of residence.

ARTICLE 11 : COOKIES

11.1 pretorien.com uses only the cookies needed for the site to work, unless you agree to others.

11.2 Non essential cookies (audience measurement, third party content) are placed only with your consent. Refusing is as easy as accepting, and you can change your choice at any time through the cookie link at the bottom of each page.

11.3 Cookies last 13 months at most. Your choice is kept for 6 months, then asked again.

ARTICLE 12 : MINORS

12.1 We do not knowingly collect data of persons under 18 without the consent of a holder of parental authority. Where a minor is a Principal, the data is provided and managed by that holder. In France, a minor aged 15 or over may consent alone to online services (Article 45 of the French Data Protection Act).

ARTICLE 13 : ARTIFICIAL INTELLIGENCE

13.1 Our texts are written by people. We may use artificial intelligence tools for proofreading, translation and support in Mission preparation.

13.2 No decision producing legal effects or significantly affecting a person is taken by automated means alone (Article 22 GDPR). Identifying data of Clients and Principals is not entered in public AI tools.

ARTICLE 14 : LINKS TO OTHER WEBSITES

14.1 pretorien.com may contain links to other websites. PRÉTORIEN is not responsible for their privacy practices.

ARTICLE 15 : RESPONSIBILITY OF THE CLIENT AND THE PRINCIPAL

15.1 The Client informs any person whose data it gives us (Principal, guests, family, staff) of this Privacy Policy.

15.2 The Client and the Principal follow the privacy and communication protocols agreed for the Mission, and do not share Mission details on social media during the Mission.

ARTICLE 16 : CHANGES AND LANGUAGE

16.1 We may update this Privacy Policy. The version in force is published on pretorien.com with its date. Material changes are notified to current Clients.

16.2 The French version prevails over any translation.

ARTICLE 17 : CONTACT

Item	Detail
Data controller	1831 PRÉTORIEN SAS
Privacy contact	contact@pretorien.com
Postal address	c/o ZGS&DOM, 19 Avenue des Diables Bleus, 06300 Nice, France
Phone	+33610392415
Supervisory authority	CNIL, www.cnil.fr