



# Dealer Authorisation Form

## Purpose

The purpose of the CollisionLink Broker Parts Management System ("CLB") is to support Auto Body Repairers ("Repairers") to fit genuine parts supplied by the Original Equipment Manufacturer's ("OEM") Dealer Network ("Dealers") and to maximise the sales opportunities for the Dealer Network and the OEM. CLB is offered to Repairers free of charge.

## Who operates CollisionLink Broker?

CLB is operated by OEC on behalf of the OEMs with whom we work.

## What does CollisionLink Broker do?

OEC receives quote information data by email or in some markets by an automated push from the Repairer's estimating platform and/or the Bodyshop Management System ("BMS").

This data is merged in OEC's data warehouse with product and pricing information provided by the relevant OEM, and the resulting information is then used to provide sales support to Dealers on behalf of the OEMs.

The data is also used for market intelligence purposes by the OEM.

When required, CLB allows OEC to assist Dealers in selling genuine parts to Repairers and generates a CLB quote and order.

The resulting PDF quote can be provided directly to the Repairer via email or directly to the Dealer.

A separate CLB order is issued once the Dealer has secured the sale.

## Who can view the information?

Only OEC employees can view the full details of the data received. OEMs can see reporting and relevant market intelligence information.

CLB **does not** send any data back via BMS's, estimating platforms or via any other parties that might be involved in the quoting process.

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## 1. Data Collection and Management

- a. The Data remains the property of the Dealer.
- b. The Dealer declares and guarantees that the Data has been collected in compliance with all laws applicable to the collection and protection of personal data.
  - i. OEC does not collect or store any personal data.
- c. The Data sent will be limited to:
  - i. Vehicle make, model, vehicle identification number ("VIN") and registration number;
  - ii. The parts list quoted for the repair of the vehicle;
  - iii. Collision Repairer business details;
  - iv. Parts supplier and pricing; and
  - v. Mechanical repair operations and pricing.
  - vi. The parties acknowledge that OEC may obtain other forms of personal data of the Dealer, whether directly or indirectly, which personal data will be subject to the provisions as set out under section 4 below.
- d. The Data provided will be integrated into the CLB database to provide a detailed analysis of:
  - i. All the OEM parts used on the repair of the vehicle (defined by OEM part numbers).
  - ii. All other parts used on the repair of the vehicle, sourced outside of the OEM's Dealer Network.



- e. The Data will be used by OEC to assist OEMs with their parts pricing and marketing strategies.
- f. Information about specific applications for the use of the Data may be obtained from OEC upon request at any time.

## **2. Obligations to Receive and Process Data**

OEC expressly agrees and warrants to:

- a. Manage the CLB service and Data in compliance with all applicable data protection laws (including without limitation the Protection of Personal Information Act) and the confidentiality obligations as set out under point 4 (Confidentiality) below;
- b. Only process Dealer Data for the purposes provided in this Agreement and, in doing so, act solely on the instructions of the Dealer. In particular, OEC shall not itself exercise control, nor shall it transfer, or purport to transfer, control of the Data to a third party, except as it may be specifically instructed to do so by the Dealer or as may be agreed by the parties;
- c. Not process, apply or use Data for any purpose other than as required for purposes of this Agreement;
- d. Process the Data with the utmost care to ensure confidentiality and integrity of the Data, by adopting and maintaining sufficient technical and organisational security measures to prevent accidental or unlawful destruction or accidental alteration, loss, process or unauthorised access or disclosure of the Data.
- e. Not duplicate or reproduce all or part of the information owned and/or provided by the Dealer, except for cases where it is necessary for the correct operation of CLB, or is expressly requested by the Dealer, subject to the provisions as set out under this section 2.
- f. Keep confidential any Data to which the OEM has access, even after the termination of the OEM's extraction and data export obligations and after the dissociation of the data.
- g. Except as provided in section 3 below, return or destroy the Data, as well as the media used, to the Dealer after the services have terminated.
- h. OEC acknowledges and agrees it may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, Data, or be required by law, court order, warrant, subpoena, or other legal judicial processes to disclose Data to any person other than to it. OEC shall notify the Dealer as soon as reasonably possible of any such demand and the parties will determine the way forward in relation to the information being requested.
- i. OEC acknowledges that all material and information which has or will come into the possession or knowledge of OEC in connection with this Agreement or the performance of the obligations hereunder, consists of confidential and proprietary information, which, if disclosed to third parties, will be damaging.
- j. OEC must treat and hold as confidential all Data of the Dealer to which they have access, or which otherwise becomes known to them during the currency of this Agreement, unless where disclosure is required under section 2(h).

## **3. Termination of the CollisionLink Broker service**

- a. Either party may terminate the CLB service by giving one (1) month's advance notice in writing to the other party.
- b. Upon termination, either by the Dealer or OEC, OEC will delete the Data on file. Data may only be retained if so required by applicable legislation and for the period as described under such legislation. Any such retention will be subject to the provisions as set out under section 3 above, notwithstanding termination.

## **4. Contact OEC Ltd.**

Construction House, Winchester Road, Burghclere, Newbury, United Kingdom RG20 9EQ  
collisionlinkbroker.za@oeconnection.com  
+44 (0) 844 247 3577



**5. Details to Provide**

Please complete Section A below and return to OEC.

**Section A.**

**By signing this Authorisation Form, the Dealer expressly authorises OEC to receive Dealer Data outlined in section 1 of this document via email, and for Dealer Data, to be received and processed by the CLB.**

Dealer: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

\_\_\_\_\_

Position: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_