No. 9A 153/2019 - 48 CZECH REPUBLIC JUDGMENT ON BEHALF OF THE REPUBLIC The Municipal Court in Prague decided in a panel composed of the chairwoman JUDr. Ivanka Havlíková and judge JUDr. Naděždy Řeháková and Mgr. Ing. Silvie Svobodová in the case of the plaintiff: SMS finance, a.s., ID number: 25381512 with registered office at Hvězdova 1716/2b, 140 00 Prague 4 - Nusle, represented by Mgr. Richard Koliba, a lawyer based in nám. Svobody 527, 739 61 Třinec against the defendant: Office for the Protection of Personal Data, with headquarters Pplk. Sochora 727, 170 00 Prague 7 - Holešovice with the participation of: P. D. bytem X on the lawsuit against the decision of the President of the Office for the Protection of Personal Data dated 24 September 2019, ID UOOU-09633/18-35, as follows: I. Suit is rejected. II. None of the participants is entitled to reimbursement of costs in the proceedings. III. A person participating in the proceedings does not have the right to reimbursement of costs in the proceedings. Reasoning: I. Brief description of the case 1. The plaintiff filed a lawsuit demanding a review of the decision of the chairperson of the Office for Personal Data Protection (hereinafter referred to as the "defendant") in the title, which rejected his appeal against the decision of the Office for Personal Data Protection (hereinafter referred to as the "Office ") of 26 June 2019, No. UOOU-09633/18-30, by which the plaintiff was required to implement within the specified time limits No. 9A 153/2019 2 the corrective measures specified in the decision to eliminate the identified deficiencies; and confirmed the first-instance decision. 2. It emerged from the justification of the decision contested by the lawsuit that, based on the inspection carried out at the plaintiff by the Office and concluded with the issuance of the inspection protocol dated 6/26/2018, no. UOOU-08429/17-33 (hereinafter referred to as the "inspection protocol") ), which was subsequently confirmed also in the objection proceedings, the Office issued on 22 February 2019 decision No. UOOU-09633/18-20 (hereinafter referred to as the "original first-instance decision"). The original first-instance decision ordered the plaintiff to carry out specified corrective measures within a specified period regarding the processing of personal data carried out as part of his business activity. The defendant annulled the original first-instance decision to dissolve the plaintiff by decision dated 10/05/2019, no. UOOU-09633/18-25, as it found the imposed corrective measures to be incorrectly formulated, and returned the matter to the Office for a new hearing. Subsequently, a first-instance decision was issued ordering the plaintiff to take corrective measures imposed by the following statements: I. to ensure the deletion of the personal data of the data subject P.D., X (formerly P.D., X), for processing purposes, the fulfillment of which requires the consent of the subject data, within 7 days of the legal effect of this decision, II. ensure legal titles for the processing of personal data of all data subjects with respect to whom the party to the proceedings is in the position of personal data controller, i.e. where he himself

determined the purpose and means of processing, in accordance with Article 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (general regulation on the protection of personal data). In the event that such security is not possible for any data subject, then delete the personal data of such data subject within 3 months from the legal effect of this decision, III. To conclude a processing contract in the sense of Article 28, paragraph 3 of Regulation (EU) 2016/679 with Ing. L. Š., born X, as a bonded representative within the meaning of § 15 of Act No. 170/2018 Coll., on the distribution of insurance and reinsurance, and further with the company Securing s. r. o., in order to ensure that the aforementioned processors, who perform tasks related to the processing of personal data, they will have a proper legal title within 30 days from the legal effect of this decision, Statement IV. and V. the plaintiff was required to submit to the inspectors of the Office who issued the first-instance decision a report on the implemented corrective measures listed in statements I to III. and reimburse the costs of the proceedings. 3. Against the first-instance decision, the plaintiff filed an appeal, in which he rejected in particular the Office's conclusion that he was in the position of a personal data administrator. The dissolution was decided by the defendant in the contested decision as stated above. II. Content of the claim 4. The claimant objected that the decision challenged by the claim is incorrect and illegal in all its statements. 5. In the first objection, he claimed that at the stage when his bonded representative approaches clients with the aim of creating a client network and thus contributing to his own business, the plaintiff is not a controller of personal data. It is to this stage that the contested and first-instance decision refers. He stated that tied representatives are independent entrepreneurs within the meaning of Act No. 170/2018 Coll., on the distribution of insurance and reinsurance (hereinafter referred to as the "Act on Distribution of Insurance"), who offer financial consulting services and, as part of their intermediary activities, also the services and goods of their contractual partners. In the mentioned phase, consisting of building one's own customer network, bonded representatives process personal data independently and do not perform the tasks of the plaintiff. They offer their own services, not the services of the plaintiff or other entities represented by them. The claimant only becomes the controller of personal data at the next stage, i.e. when the tied representative starts offering products from the claimant's portfolio directly. It is only at this moment that the plaintiff determines the purpose of processing the personal data of the persons addressed. In this phase, personal data is processed on the basis of a valid legal reason, usually due to the conclusion of a contract or the administrator's legitimate interest. In the subsequent phase, when the bonded representative already ID 9A 153/2019 3

negotiates with the client about a specific product from the plaintiff's portfolio, the plaintiff is in the position of processor of personal data, in the position of administrator of personal data is a specific contractual partner of the plaintiff, in relation to with which the contract is concluded with the client. At this stage, the plaintiff is not required to have consent to the processing of personal data. 6. In the second objection, he objected to the sentence of the first-instance decision, which imposed on him the obligation to ensure the deletion of the personal data of the person participating in the proceedings (hereinafter referred to as the "OZŘ"). He emphasized that he only processed a telephone number at OZŘ, and that for the purposes stipulated by legal regulations. If the personal data of OZŘ were/are also processed by Ing. L. Š. (court note: bound representative, hereinafter referred to as "Ing. Š."), they are processed by Ing. Š. for own purposes in the position of administrator. He pointed out that he does not have the legal means by which Ing. Š., as the independent manager of personal data of OZŘ, forced them to be deleted, as was imposed on him by the sentence of the first-instance decision. This obligation should therefore be imposed directly on Ing. Š. 7. The third claim objected to the statement II. of the first-instance decision, which ordered him to ensure legal titles for the processing of personal data of all data subjects with respect to whom he is in the position of personal data controller, or delete their personal data. He objected that the statement is illegal due to its high degree of vagueness and generality, it is formulated in such a general way that it is unenforceable and its fulfillment by the plaintiff cannot be reviewed. In addition, the statement has no basis in the administrative proceedings carried out, does not correspond to the real position of the plaintiff in the processing of personal data, and it is not clear from it how the plaintiff has to fulfill the obligations imposed therein and how to document their fulfillment. The generality of the statement was not removed even after it was challenged in the original first-instance decision. He added that the remedial measure should impose specific obligations based on the established facts of the case, not general obligations arising directly from the law, as is the case in this case. In conclusion, he stated that such a general definition of obligations may in the future lead to the imposition of sanctions without the need to prove a specific breach of obligation. 8. With the fourth objection, he defended against the statement of III. of the first-instance decision, which imposed on him the obligation to enter into a processing contract with Ing. Š. and with Securing s.r.o. in order to ensure that they have the proper legal title for the processing of personal data. In addition, he stated that between him and Securing s.r.o. no personal data is passed on. Ing. According to his information, Š. has a separate contract based on which personal data is transferred between her and Securing s.r.o. The obligation imposed by this statement should therefore be imposed directly on Ing. Š. 9. In the fifth objection, he proposed the annulment of the statements of IV. and V. of the

first-instance decision, as these followed on from incorrect statements I. to III. first-instance decision. 10. The plaintiff requested that the court annul the contested decision as well as the first-instance decision and return the case for further proceedings. III. Statement of the defendant 11. In a written statement to the lawsuit, the defendant stated that the lawsuit basically repeated the arguments that the plaintiff used in the previous proceedings and with which he had already dealt. That is why he referred to these settlements. 12. Regarding the first objection, he stated that the administrator is, according to Article 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on repeal of Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the "General Regulation") any entity that alone or together with others determines the purposes and means of personal data processing. According to Article 4 point 8 of the general regulation, the processor is any entity that processes personal data for the administrator, based on documented instructions from the administrator (Article 28 of the general regulation). Therefore, if any entity, in particular a bonded representative within the meaning of the Insurance Distribution Act, performs tasks for the plaintiff related to the processing of personal data, the plaintiff is in the position of administrator and the entity that performs tasks related to the processing of personal data for him is in the position of processor. The point at which the administrator has access to personal data is indeterminate, as is the status of the bound No. 9A 153/2019 4 representatives as independent entrepreneurs. He admitted that the aforementioned subjects may be in a different position in relation to other processing of personal data. However, he reminded that it is practically impossible for anyone to offer mediation services as such. These services must therefore be specified. If, on the basis of this specification, the provision of the plaintiff's services would be unequivocally excluded, or would be manifestly unrealistic, the plaintiff would not be in the position of administrator. On the contrary, if the provision of plaintiff's services is not excluded, or if these can realistically be ensured, the plaintiff must be considered a trustee. Consent must therefore be witnessed by the plaintiff in the latter case. He further stated that the legal title referred to in Article 6 paragraph 1 letter b) of the general regulation is applicable in the case of pre-contractual negotiations only if these negotiations were initiated at the request of the data subject, otherwise it is necessary to have another legal title, usually with the consent of the data subject. 13. He also disagreed with the second objection. He stated that since the plaintiff is the administrator of personal data of the OZŘ, he is obliged to ensure the implementation of the measure imposed by the sentence of the first-instance decision. He emphasized that as part of the inspection carried out by the Office at the plaintiff under sp. stamp

UOOU-08429/17 (hereinafter referred to as "control") it was clearly documented that the relationship between the plaintiff and Ing. Š. is the relationship between administrator and processor. He therefore called the plaintiff's claim purposeful and inconsistent with the established situation. 14. Regarding the third objection, he stated that the measure imposed by the statement II. of the first-instance decision is completely certain and understandable due to the above-mentioned interpretation and the results of the inspection, while another reason for its imposition was the systematic rejection of the above-mentioned interpretation of the defendant on the part of the plaintiff. 15. The defendant did not agree with the fourth objection either. He again referred to his above interpretation and recalled the conclusions of the inspection that the relationship between Securing s.r.o. and the plaintiff is that of administrator and processor. He rejected the plaintiff's argument that the measure imposed by statement III. the first-instance decision should have been imposed on Ing. Š., not the plaintiffs. The administrator, who is the plaintiff, is responsible for the considered processing of personal data, not Ing. Š., which is the processor. 16. The defendant requested that the court dismiss the action. IV. OZŘ's statement 17. OZŘ stated that Ing. In a telephone conversation with him, Š. introduced herself on behalf of the company SMS, and that the company SMS financier poradenství a.s. she lists herself on her profile on the social network Facebook as her employer. V. Assessment of the case by the Municipal Court 18. During the oral hearing on 4/21/2021, the participants maintained their positions. The plaintiff's representative stated similarly as in the filed lawsuit, in particular he pointed out the unexamination of statement II. first-instance decision for its unenforceability. He emphasized the essence of his disagreement with the defendant's conclusion that the plaintiff is the administrator of personal data, and pointed out that the plaintiff always proceeds in accordance with current legislation, personal data cannot be entered into his information system without the existence of a legal title or legal obligation. The chairman of the plaintiff's board of directors personally stated in his statement that the plaintiff conducts business in accordance with the act on business on the capital market, he refused to take responsibility for the activities of the tied representatives other than that which they perform for the plaintiff. He stated that the plaintiff protects personal data very carefully and always with the consent of the entities concerned. Data provided by Ing. Š. are not in the plaintiff's database, he did not see them, they were not processed. The defendant's representative also stated similarly as in the justification of both administrative decisions and in the statement to the lawsuit. He pointed to the inspection carried out and the obvious relationship between the plaintiff, Ing. Š and the company S. with the fact that it does not rule out that they also conduct their activities independently, but this was not the case in the given case. The plaintiff was in the position of administrator of personal data. The person participating in the proceedings does

not have a legal title, or agree, it is related to statements I. and III. first-instance decision. Statement II. then it is related to the plaintiff's denial that he is the controller of personal data. He pointed out that the procedure described in the lawsuit is theoretically possible, but in the specific case of the plaintiff, the conditions of Article 6(1)(a) were not met. b) of the general regulation. No. 9A 153/2019 5 19. The court did not take the proposed evidence, as it was part of the defendant's file material, which is based on the review of the legality of the contested decision. 20. The court reviewed the decision contested by the action, as well as the proceedings that preceded its issuance, to the extent of the points asserted by the action, by which it is bound, according to the factual and legal situation on the date of the decision contested by the action, and came to the conclusion that the action is not justified. 21. The essence of the dispute is the assessment of whether the plaintiff in the present case was in the position of administrator according to Article 4 point 7 of the general regulation or not. 22. The factual situation is undisputed between the parties, therefore the court only verified it from the file material, from which it found the following facts relevant to the matter: 23. The control protocol shows that the OZŘ stated in the initiative addressed to the Office that it had been called by a person from the SMS finance company , a.s., with the aim of arranging a meeting with a financial advisor, OZŘ subsequently found out that it was the plaintiff, and added that she had already been contacted by this company once, at which time she requested the termination of the processing of her personal data, which she never communicated to the plaintiff or gave her consent with their processing. The office found that the phone number from which OZŘ was called belongs to Securing s.r.o. At the request of the Office, this company stated that the subject of its business is, among other things, the operation of a call center and confirmed that calls were indeed made to OZŘ from its telephone number. Furthermore, the company stated that the cooperation between it and Ing. Š. takes place in such a way that the company fulfills for Ing. Š. the function of the call center and for this purpose it is handed over to Ing. Š. personal data in the scope of name, surname, phone number, residential address. The plaintiff stated that he conducts his business through his partners, independent insurance intermediaries, who are separate and independent entrepreneurs carrying out their activities at their own expense, but in the name, on account and for the benefit of the plaintiff. The plaintiff documented the contract on commercial representation concluded with Ing. Š. and a cooperation agreement with Securing s.r.o. Ing. Š. stated that between her, the plaintiff and Securing s.r.o. there is a tripartite agreement where Securing s.r.o. "calls" for Ing. Š. based on her orders for meetings with clients or potential clients. 24. In a statement dated February 4, 2019, the plaintiff stated that his activity falls within the scope of the Insurance Distribution Act, that he also performs this activity through his contractual

partners. He added that in the case under discussion he acts as an independent intermediary according to § 6 of the Act on Insurance Distribution, in the form of an insurance agent according to § 12 paragraph 1 letter a) of the Act, its contractual partners act as bound representatives within the meaning of § 15 of the same Act. 25. The court further found from the plaintiff's website www.smsfinance.cz that the plaintiff states: "we are a Czech independent consulting company with nationwide scope. Since 2001, we have provided services mainly in the field of private finance and in the implementation of employee benefits. We guide our consultants to secure comprehensive services and create long-term, balanced partnership relations with the client on the basis of mutual benefit. For this purpose, we established cooperation with most Czech insurance companies and institutions offering banking products, or of an investment nature, from which our advisers can freely create solutions to the needs and goals of their clients". It is clear from the other content of the website that the plaintiff offers the products of its partners (insurance companies, pension companies, building societies, investment companies, banks and others). 26. The court based its assessment on the following legislation: 27. According to Article 4, paragraph 7 of the General Regulation, for the purposes of this Regulation, "administrator" means a natural or legal person, public authority, agency or other entity that alone or together with by others it determines the purposes and means of personal data processing; if the purposes and means of this processing are determined by the law of the Union or a Member State, this law may determine the controller concerned or special criteria for its determination. 28. According to Article 4(8) of the General Regulation, for the purposes of this Regulation, "processor" means a natural or legal person, public authority, agency or other entity that processes personal data for the controller. 29. According to Article 6 paragraph 1 letter b) of the General Regulation processing is lawful only if at least one of the following conditions is met and only to the corresponding extent: (b) processing is necessary for the fulfillment of a contract to which the data subject is a contractual party, or for the implementation of measures taken before the conclusion of the contract at the request of this data subject. 30. According to Article 28, paragraph 3, first sentence of the general regulation, processing by the processor is governed by a contract or other legal act under the law of the Union or a Member State, which binds the processor towards the administrator and in which the subject and duration of the processing, the nature and purpose of the processing are determined, type of personal data and category of data subjects, obligations and rights of the controller. 31. According to § 2 letter e) of the Insurance Distribution Act, for the purposes of this Act, insurance mediation is understood to be an action on behalf of an insurer or a customer different from the provision of insurance, which consists in 1. offering the possibility to negotiate, change or terminate insurance, including

comparing insurance, 2. submitting proposals for negotiation, change or termination of security, 3. performing other preparatory work aimed at negotiating, changing or terminating security, including providing recommendations leading to negotiation, changing or terminating security, 4. negotiating or changing security, or 5. assisting in managing security and exercising rights from security. 32. Pursuant to § 6 of the Act on the Distribution of Insurance, an independent intermediary means for the purposes of this Act a person who is authorized to mediate insurance or reinsurance on the basis of an authorization for the activity of an independent intermediary granted by the Czech National Bank. 33. Pursuant to § 15 of the Act on Insurance Distribution (1) For the purposes of this Act, a bonded representative means a person who is authorized to mediate insurance or reinsurance based on the registration of a bonded representative in the register. (2) A bonded representative concludes a contract for the performance of activities consisting in mediation of insurance or reinsurance on the basis of authorization according to paragraph 1 with the represented person, which must be in written form. The contract can only be concluded with one representative. 34. Pursuant to § 6 of Act No. 101/2000 Coll., on the protection of personal data as amended in conjunction with § 66 paragraph 5 – transitional provisions of Act No. 110/2019 Coll., on the processing of personal data) if the authorization does not result from a legal regulation, the administrator must enter into a contract with the processor on the processing of personal data. The contract must be in writing. In particular, it must explicitly state to what extent, for what purpose and for what period it is concluded and must contain the processor's guarantees about the technical and organizational security of personal data protection. 35. The court considered the claim as follows: 36. Regarding the first claim objection, and thus the key question, whether the plaintiff was in the position of administrator or not in the present case, the court considers it essential for the assessment of this question to assess who determined the purpose and means in the present case processing of personal data. It is indisputable between the parties that Ing. Š. is a bound representative of the plaintiff within the meaning of § 15 of the Insurance Distribution Act. She was therefore entitled to mediate the plaintiff's services in the sense of § 2 letter e) of the Insurance Distribution Act and could be, in accordance with § 15, paragraph 2, second sentence of the same Act, a bound representative only for the plaintiff. 37. According to the plaintiff, the tied representative, when approaching a potential client, offers his own intermediary services, not the services of the plaintiff. This can generally be confirmed when it is clear that the bound representative is approaching a potential client in order to offer the services of the represented person, because it is precisely in this, inter alia, mediation according to § 2 letter e) of the Insurance Distribution Act. As the defendant reasonably stated in the contested decision (p. 3): "from a practical point of view,

it is impossible for anyone to offer intermediary services as such". In order for anyone to be able to offer their own mediation services, they must have something to mediate. According to the audit findings in the case under discussion, it is clear that Eng. Š. brokered the plaintiff's services, i.e. she collected and processed the personal data of potential clients precisely for this purpose - the purpose specified by the plaintiff. This does not exclude the fact that she was, as a bonded representative, an independent entrepreneur. After all, one cannot ignore the statement of the OZŘ, which was not contradicted by the plaintiff, according to which Ing. Š. presented parts of the plaintiff's name, so it was obvious that she would be offering the services of the plaintiff. In addition, she had concluded a commercial agency contract with the plaintiff, but not a contract on the processing of personal data pursuant to § 6 of Act No. 101/2000 Coll., or according to Article 28, paragraph 3 of the general regulation. No. 9A 153/2019 7 38. Thus, it is not possible to convince the plaintiff that he becomes a controller only at the moment when his bonded representative starts offering services from his portfolio, since the processing of personal data before the presentation of the plaintiff's service offer is already conducted for the purpose of offering these services. The court therefore concludes, in agreement with the defendant, that in the relationship between the plaintiff and the plaintiff's bound representatives, who offer or are mediated by its services, when processing the plaintiff's personal data, it is a controller within the meaning of Article 4, Paragraph 7 of the General Regulation, and the bonded representative is a processor within the meaning of Article 4, Paragraph 8 of the General Regulation. Of course, this does not rule out that in the next phase described by the plaintiff, when the tied representative already offers specific products from the plaintiff's portfolio, these entities are in a different position. The conditions of the provisions of Article 6, paragraph 1 letter b) of the general regulation were not met in the case of the plaintiff (see inspection findings), as will be discussed further. 39. The claim objection is unfounded. 40. Regarding the second objection, the court refers to the above-mentioned conclusion, in which it concluded that the plaintiff is in the position of administrator in the present case. He is therefore obliged to ensure the deletion of OZŘ data, as stated in the statement of the first-instance decision based on (in particular) control finding No. 7 of the control protocol. The fact that the plaintiff, as administrator, does not have, in violation of the law, a processing contract concluded with Eng. Š., as a processor, in the sense of § 6 of Act No. 101/2000 Coll., or Article 28, paragraph 3 of the general regulation, and thus considers that he does not have the legal title to force Eng. Š. to delete the personal data of the OZŘ, it is only at his expense. However, this is not a reason that prevents the plaintiff from being obliged to delete the data in question, especially in connection with statement III. of the first-instance decision, by which the plaintiff, on the basis of (in particular) control findings No. 5 and 6 of

the control protocol, was required to enter into a processing contract with Eng. Š. 41. The second claim is not justified either. 42. The reason for the annulment of the decision of the administrative bodies by the court was not even the third objection, in which the plaintiff objected to the vagueness and generality of the statement II. of the first-instance decision, causing its unenforceability, illegality and unreviewability. The court assessed the statement in question in connection with the justification of the first-instance decision, taking into account the administrative proceedings preceding the issuance of the first-instance decision, as well as the justification of the decision contested by the lawsuit (according to established jurisprudence, the administrative decision of the authorities of both levels must be viewed as a single unit) and came to the conclusion , that statement II. is sufficiently definite, comprehensible and reviewable. It is clear from it what specific obligation (remedial measures) it imposes on the plaintiff and how it should proceed in the event that it is not possible to secure legal titles. The court reminds that by this statement of the first-instance decision, the plaintiff is required to secure legal titles for the processing of personal data, in relation to which the plaintiff is in the position of a personal data administrator, i.e. where he himself determined the purpose and means of processing. It is also clear from the justification of both administrative decisions, for what reasons the Office and the defendant, who approved its decision, make such a statement and what considerations the two administrative bodies based their decisions on. Given that the plaintiff is the administrator of personal data in the present case, the statement II. at the same time legal, when it imposes a specific duty on the plaintiff, the fulfillment of which will bring the current state into compliance with the law and general regulation. 43. The court did not even consider the fourth objection against statement III. of the first-instance decision by which the plaintiff was required to enter into a processing contract with ing. Š. and Securing s.r.o. The court reminds again that the plaintiff is the administrator in relation to Eng. Š. To Securing s.r.o. the court states that from the inspection report (p. 8) and from the plaintiff's statement against the first-instance decision, it follows that the plaintiff and Securing s.r.o. they have concluded a cooperation agreement between them, on the basis of which the company "calls" clients or potential clients. It is also clear from the control protocol (page 6) that Eng. Š. pointed to the existence of a tripartite agreement between her, the plaintiff and Securing s.r.o., based on which Securing s.r.o. "calls" clients or potential clients, or fulfills the function of a "call center". The plaintiff claimed in the lawsuit that between him and Securing s.r.o. there is no transfer of personal data, ing. Š. has a separate contract with the company, on the basis of which personal data is transferred between her and the company. The court states that, given that the company Securing s.r.o. on the basis of the cooperation agreement with the plaintiff, he "calls" clients and potential clients for Eng. Š., acts as a processor. In this

situation, the plaintiff is also in the position of administrator, as the personal data of clients and potential clients is held by Securing s.r.o. processed de facto on his instructions (given by the cooperation agreement). It does not change whether the plaintiff has access to the processed personal data only at the moment of the possible conclusion of the contract between the client and the plaintiff's contractual partner, as the plaintiff claims. Since the plaintiff in the present case is in relation to Eng. Š. and Securing s.r.o. administrator, the Office correctly by statement III. of the first-instance decision imposed the obligation (corrective measure) to conclude a processing contract with the two directly named plaintiffs, and the defendant rightly confirmed his legal assessment. 44. Finally, the court did not even enter the fifth objection, because for the reasons stated above, it did not find illegal statements I. to III. by the action of the first-instance decision, to which the statements of IV. and V. of the first-instance decision followed/were dependent. 45. On the basis of the above-mentioned facts, the court dismissed the unfounded lawsuit according to the provisions of § 78, paragraph 7 of the Civil Code. 46. The ruling on the costs of the proceedings is justified by the provision of Section 60, paragraph 1 of the Civil Code. The plaintiff was not procedurally successful in the case, but the defendant administrative body, which was successful, did not incur any justified costs of the proceedings. 47. The statement on the costs of the person participating in the proceedings is justified in the provisions of § 60, paragraph 5 of the Civil Procedure Code, because the court did not impose anything on the person participating in the proceedings, therefore it did not award him the costs of the proceedings. Instruction: A cassation complaint can be filed against this decision within two weeks from the date of its delivery. The cassation complaint is submitted in two copies to the Supreme Administrative Court, with its seat at Moravské náměstí 6, Brno. The Supreme Administrative Court decides on cassation appeals. Prague April 21, 2021 JUDr. Ivanka Havlíková Acting President of the Senate