

NOTIFICATION OF PERSONAL DATA PROCESSING APPLIES TO CUSTOMERS/SUPPLIERS

NOTIFICATION OF PERSONAL DATA PROCESSING

We - Nagase Vietnam Co.,Ltd, a legally established business in Vietnam under Enterprise Registration Certificate No. 0102659320 issued by the Hanoi Department of Planning and Investment on February 14, 2008, including legal successors and related organizations (collectively referred to as "**Nagase**" or "**we**"), respect privacy and strive to protect the personal data of our Customers/Suppliers, in compliance with Vietnamese laws. We will only collect and use the personal data of Customers/Suppliers in accordance with legal regulations, this Personal Data Processing Notice, and the privacy terms in our agreement(s).

This Personal Data Processing Notice (referred to as the "**Notice**") aims to inform and obtain the consent of data subjects, including organizations/individuals who are/ have been/will be using our products, goods, services (hereinafter referred to as "**Customers**"), and organizations/individuals providing goods, services; contractors; business partners, and other related entities connected or exchanging information with us (hereinafter referred to as "**Suppliers**") as stipulated by Decree No. 13/2023/ND-CP on the protection of personal data and relevant documents, amendments, supplements, or replacements at different times (hereinafter referred to as "**Decree No. 13/2023/ND-CP**") when we collect and process the personal data of Customers, Referees of Customers, and Suppliers.

This Notice forms part of the terms and conditions governing the relationship between Customers/Suppliers and us if it is referred to in any relevant agreement(s). However, regardless of the validity of the agreement(s) or other documents concluded, established between Customers/Suppliers and us, this Notice remains effective for Customers/Suppliers until the purposes of data processing are fulfilled; and/or when our relevant laws and/or policies prescribe the termination of processing and the deletion or cancellation of the personal data of Customers/Suppliers.

By: (i) providing information to us and (ii) signing and confirming the form "Confirmation of consent applicable to Customers/Suppliers" attached to this Notice OR sending to us by email or sending a text message or by any other action (at the address specified in Section 13 of the Notice) with clear information that the Customers/Suppliers agrees to allow us to process personal data of Customers/Suppliers, Customers/Suppliers clearly understands and agrees to us processing personal data of Customers/Suppliers and Referees (including personal data provided to us/received by us prior, during and after the effective date of Decree No. 13/2013/ND-CP) according to the terms and conditions described in this Notice.

1. General regulations

- 1.1. "Personal data" refers to electronic information in the form of symbols, letters, numbers, images, sounds, or equivalences associated with an individual or used to identify an individual. The personal data includes general personal data and sensitive personal data.

- 1.2. Referee includes all individuals related to Customers/Suppliers. Referees are those who Customers/Suppliers provide us with your Personal Data including not limited to family members, relatives, employees within the Customer/Supplier's organization, a person authorized by the Customer/Supplier, etc. (hereinafter collectively referred to as “**Referee(s)**”).
- 1.3. In the scope of personal data processing according to this Notice, we are the Personal Data Controller and/or Personal Data Controller-cum-Processor.
- 1.4. Personal data processing refers to one or multiple activities that impact personal data, including collection, recording, analysis, confirmation, storage, rectification, disclosure, combination, access, traceability, retrieval, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction or other relevant activities.
- 1.5. Personal Data Processor is an organization or individual that processes data on our behalf, through a contract or agreement with us.

2. Principles of Personal Data Protection

Given the importance of personal data protection, we are committed to complying with regulations concerning privacy and taking all necessary and appropriate measures to ensure that personal data provided to us will remain highly confidential and securely protected. In detail, we are committed to complying with the following principles:

- 1.1. Process personal data in fair and legal manners, in accordance with applicable laws (Lawfulness)
- 1.2. Ensure data subjects are aware of any operation relating to our processing of their personal data unless otherwise provided by law (Transparency).
- 1.3. Only process personal data for the purposes stated by us in relation to personal data processing (Purpose limitation).
- 1.4. Only collect personal data which is appropriate and limited to the scope and purposes of processing (Data minimisation).
- 1.5. Update and supplement personal data in accordance with the purposes of processing (Accuracy).
- 1.6. Retain personal data for a term appropriate to the purposes of our data processing and other obligations under applicable laws (Storage limitation).
- 1.7. Strictly manage personal data to a reasonable extent to ensure that it shall not be illegally accessed, used, changed, and deleted by applying protection and security measures during the processing (Integrity and Confidentiality).

- 1.8. Responsibly comply with the aforementioned principles and demonstrate our compliance with applicable laws of data processing (Accountability).

3. Our commitments to Processing Personal Data

- 3.1. We only process the personal data of Customers/Suppliers based on their consent, unless otherwise required by law, such as processing for the purpose of protecting the life and health of Customers/Suppliers or other data subjects, or disclosing personal data as stipulated by law, etc.
- 3.2. We will always comply with principles of personal data protection and applicable laws when processing personal data.
- 3.3. We are committed to not abusing or illegally trading personal data.
- 3.4. We have effort to ensure that the personal data of Customers/Suppliers is protected from infringements by applying legal, organisational, and technical measures which are necessary and appropriate

4. Types of personal data that we collect and process and how we collect and process your personal data

- i) Last name, middle name and first name;
- ii) Phone number;
- iii) Other types of Personal Data that Customers/Suppliers voluntarily provide to us.

Please note that, in addition to the personal data mentioned above, we may process other data considered as general personal data or sensitive personal data according to legal regulations arising from the implementation of agreements/commitments,

- 4.1. We and our appointed data processors may collect personal data of Customers/Suppliers from the following sources:
 - (i) Directly from Customers/Suppliers: We typically collect personal data directly from Customers/Suppliers when they (a) interact, communicate, or engage with us (through face-to-face meetings, mail, telephone, online communication, social media, surveys, and other means); (b) provide us with documents containing personal data, such as Customers' legal documents, orders (for Customers), certificates, professional qualifications of Suppliers (for Suppliers), etc.;
 - (ii) From service providers, business partners, merchants, and other third parties related to our operations and/or business;
 - (iii) Through recorded footage from surveillance cameras at our headquarter or authorized locations

- (iv) From other third parties connected to Customers/Suppliers or who have obtained Customers'/Suppliers' consent for data collection, or when data collection is dependent on legal bases (e.g., from government agencies to fulfill our legal obligations) or when personal data is collected from public sources (such as public databases, advertising information, publicly available electronic information) (if any).
 - (v) In cases where we do not collect personal data of Customers/Suppliers directly from them, we ensure that we only collect that data legally from entities authorized to disclose it to us based on Customers'/Suppliers' consent or other legal bases
- 4.2. We perform one or multiple activities that impact on the personal data of Customers/Suppliers, such as collection, recording, storage, editing, access, retrieval, copying, sharing, deletion, and destruction of personal data. In the process of processing the personal data of Customers/Suppliers, we may use different methods for processing, such as manual processing, machine processing, and automatic processing. We may use these methods individually or simultaneously to process personal data.

5. Purposes of Processing the Customers/Suppliers's Personal Data

We may process your personal data for one or more of the following purposes:

5.1. For entering into an agreement or performing agreements, specifically:

- i) To evaluate and review any proposals/recommendations from the Supplier regarding any products or services provided or distributed by the Supplier;
- ii) To identify and assess the identity and professional capabilities of the Customer/Supplier; evaluate the professional competence of the Supplier;
- iii) To review the approval of contract execution, including performing procedures and processes under the contract between the Customer/Supplier and us;
- iv) To receive and confirm the provision of products or services by the Supplier under effective agreements;
- v) To assess and process any requests from the Customer for any products or services we provide or distribute;
- vi) To review whether to provide or continue to provide any products or services we provide or distribute to the Customer;
- vii) To provide products or services to the Customer according to the contract/agreement;
- viii) To receive and confirm the provision of products or services by the Supplier under effective agreements;

- ix) To manage, organize, and record the relationship between the Customer/Supplier and us, including but not limited to certifying the implementation of agreements, reporting implementation, reporting incidents, etc.;
- x) To process payments under the contract, deposits, advances, additional payments (if any), after-sales services for the Customer, financial transactions related to our use of products, services provided by the Supplier (if any);
- xi) To provide/send and receive statements, letters, or other communication information between us and the Customer/Supplier or relevant parties for contracts/agreements;
- xii) To receive and process issues related to complaints about our products or services from the Customer or related parties;
- xiii) To implement and comply with other contractual agreements between us and the Customer/Supplier;
- xiv) To ensure the exercise of other rights and responsibilities as per current regulations for the relationship between us and the Customer/Supplier.

5.2. Serving legitimate interests, specifically:

- i) To research, develop, and/or improve and enhance the quality of our products and services or develop new products and services;
- ii) To inform the Supplier of news, information, communication, and other social relations related to our business and/or operation;
- iii) To investigate, process violations, fraud, complaints, reports arising from the relationship between us and the Customer/Supplier;
- iv) To manage promotions, marketing campaigns, and promotions or make proposals to the Customer about our products and services that may be of interest;
- v) To compile data for analysis, statistics, storage; planning, reporting, and business forecasting;
- vi) To conduct market research, surveys, and analyze data related to our products and services that may be relevant to the Customer/provided by the Supplier;
- vii) To perform administrative tasks, risk management activities, audits, and ensure our operations;
- viii) To ensure public safety and the safety of our personnel and the Customer/Supplier (e.g., disease control, accident prevention);

- ix) To ensure security purposes at the our workplace, building, and headquarters, including temperature measurement, identity verification before entering certain areas, recording by security cameras;
- x) To detect and prevent suspicious, inappropriate, or unauthorized use of our facilities, products, services, and/or other assets, as well as other incidents related to us;
- xi) To detect and prevent criminal activities or other unlawful activities;
- xii) To carry out organizational, restructuring, and business development activities such as selling, dividing, splitting all or part of the business, merging, merging, converting us, or expanding the scale of our business operations, establishing new subsidiaries, branches, representative offices, our business locations, etc.

5.3. Performing legal obligations, specifically:

- i) We collect and process Customers/Suppliers's Personal Data to comply with the applicable laws or regulations and to comply with orders of the court, arbitration and/or competent authorities;
- ii) We may process the personal data of Customers/Suppliers based on legal obligations.

5.4. For supporting legal claims: we may process the personal data of Customers/Suppliers when necessary for initiating, complying with, enforcing, or defending ourselves in legal disputes.

5.5. In cases where it is necessary to process the personal data of Customers/Suppliers for other purposes, we will notify the Customer/Supplier through our transaction channels for the Customer/Supplier to express consent before proceeding.

5.6. If a Customer does not agree with one or more processing purposes specified in this section by exercising the right to withdraw consent, restrict data processing, or object to data processing, it may result in us being unable to provide the products and/or services or provide incomplete products and/or services to the Customer. Depending on the case, the Customer may:

- i) Be unable to use the products/service; or
- ii) Only be able to use part of the product/service; or
- iii) Use the product/service with a quality less than agreed upon by both parties; or
- iv) Not receive notifications, information, updates about products/services, or commercial promotional policies; or
- v) Not participate in promotional programs; or

- vi) Be restricted in exercising some rights, using some features of the product/service; or
- vii) Other limitations depending on the case.

6. Location; Organizations and individuals are allowed to process the Personal Data

- 6.1 We may process Customers/Suppliers's Personal Data in Vietnam or transfer their Personal Data to a location outside the territory of Vietnam to process pursuant to Section 10 hereof.
- 6.2 We may directly or through suitable personal data processors in compliance with legal regulations carry out the processing of personal data of Customers/Suppliers, including but not limited to:
 - i) Entities to whom we disclose the personal data of Customers/Suppliers as outlined in Section 7 of this Notice;
 - ii) Any party that we deem necessary for the purposes of processing personal data as specified in Section 5.

7. Personal Data Disclosure

Depending on the specific circumstances and purposes as specified herein, we will employ necessary security measures to ensure the non-disclosure of personal data of Customers/Suppliers to the following entities, ensuring information security, preventing data breaches, and requiring recipients of personal data to implement data security measures:

- 7.1. Our employees, branches/units within our system; our global group's member companies, including but not limited to subsidiaries, parent companies, and affiliated companies in our domestic and international network, as applicable at each point in time (for more information, please refer to <https://www.nagase.co.jp/>)
- 7.2. Data processors that we hire to carry out specific purposes (if any);
- 7.3. Organizations, individuals acting as sellers, providers, partners, agents, subcontractors/subcontractors, and/or our professional advisors, including but not limited to:
 - i) Organizations, individuals providing administrative, postal, travel, visa, human resources management, data processing, information technology, computing, payment, market research, record storage and management, data entry, online communication or social media, telecommunications, messaging or email services, network connections, telephony, infrastructure, and technology support, security solutions, data centers, forums/seminars;
 - ii) Consultants, experts in various fields such as finance, law, engineering, commerce, and other areas related to our activities and/or business.

- 7.4. Customers to whom we provide products or services that may be related to the Supplier;
- 7.5. Legal successors of ours when we perform the sale, division, splitting, merging, partial splitting, consolidation, merger, and conversion of ours;
- 7.6. Customer advisors (including but not limited to accountants, auditors, lawyers, financial advisors, or other professional advisors) when authorized by the Customers;
- 7.7. Anyone notified by the Customer/Supplier as authorized to interact with us on behalf of the Customer/Supplier;
- 7.8. Anyone involved in enforcing or maintaining any of our rights under the agreement with the Customer/Supplier with us;
- 7.9. Any individual, organization with authority or regulatory agency or third party that we are allowed or required to disclose according to the laws of any country, or according to any contract or commitment between the third party and us;
- 7.10. Any individual or organization with the intention to settle any unpaid amounts of the Customer with us.

In addition, we will consider the personal data of Customers/Suppliers as private and confidential, apart from the parties mentioned above, we will not disclose the personal data of Customers/Suppliers to any other party unless the Customer/Supplier has agreed or we have other legal grounds to disclose.

8. Cross-border transfer of Personal Data

- 8.1. We may transfer the personal data of Customers/Suppliers to a location outside the territory of Vietnam by means of transfer or use of automated systems located outside the territory of Vietnam to process the personal data of Customers/Suppliers. Our transfer of data abroad will be based on the consent of Customers/Suppliers and for the purposes that Customers/Suppliers have agreed to, or as required by law.
- 8.2. When we transfer the personal data of Customers/Suppliers to another country, we will comply with this Notice and current laws. We will also require the data recipient to process and protect the personal data of Customers/Suppliers appropriately and fully in accordance with the current law through binding documents.

9. Time of processing and storage of the Personal Data

- 9.1. We only store the personal data of Customers/Suppliers for a period necessary to fulfill the purposes that Customers/Suppliers have agreed to unless the storage period is longer required or permitted by law. The processing of data begins when we receive the personal data of Customers/Suppliers, and we have a legal basis to process the data according to legal

regulations. Within the legal framework, personal data will be processed until the purposes of data processing are fulfilled, except in cases where there is a different agreement between Customers/Suppliers and us or different legal provisions.

- 9.2. When the personal data of Customers/Suppliers is no longer necessary for the agreed-upon purposes or we no longer have a suitable legal basis for storing the personal data of Customers/Suppliers, we will securely delete the personal data of Customers/Suppliers in an irretrievable manner.

10. Customers/Suppliers's Rights and Obligations

10.1. Unless otherwise provided by law, Customers/Suppliers have the following rights:

- i) **Right to be informed:** we will inform the Customers/Suppliers about the processing of your personal data by sending the Policy to the Customers/Suppliers to obtain your consent before processing your personal data.
- ii) **Right to give consent:** The Customers/Suppliers have the right to give or refuse consent for the processing of your personal data, except in cases specified in Article 17 of Decree No. 13/2023/ND-CP, including:
 - Emergency situations requiring immediate processing of personal data to protect the life or health of the Customers/Suppliers or others;
 - Public disclosure of personal data as required by law;
 - Processing of data by state authorities in urgent situations related to national defense, security, public order, natural disasters, epidemics, and other threats to security and national defense, but not yet at the level of declaring a state of emergency, prevention of riots, terrorism, crime prevention, and law violation as stipulated by law;
 - Fulfillment of obligations under contracts between the Data Subject and relevant agencies, organizations, or individuals as required by law; and
 - Serving the activities of state agencies as prescribed by specialized laws.

To clarify, the Customers/Suppliers's consent is expressed by signing the Consent Form attached to this Notice OR the Customers/Suppliers sending an email or message, or verbally or by any action that indicates consent to us (at the address specified in [Section 13](#) of the Notice) with clear content indicating the Customers/Suppliers's consent to allow us to process your personal data. The Customers/Suppliers's consent is valid until the Customers/Suppliers decide otherwise or when the competent state authority requests it in writing.

- iii) **Right to access personal data:** Customers/Suppliers have the right to access, view, modify, or request the modification of your personal data to ensure the accuracy of your personal

data collected by us with the Customers/Suppliers's consent. If direct modification is not possible for technical or other reasons, Customers/Suppliers may request our assistance in modifying your personal data.

We, with reasonable effort, will comply with access or modification requests for Customers/Suppliers' personal data within 72 hours of receiving a complete and valid request and related processing fees (if any) from Customers/Suppliers, depending on our decision based on any exemptions and/or exceptions stipulated by law.

Please note that we may refuse access to the personal data of the Customer/Supplier in certain specific cases, such as when the requested data is of a confidential commercial nature or in cases where we receive multiple repeated requests for the same data. However, we will inform the Customer/Supplier of the reasons for not being able to comply with the request

Also, please note that, at our discretion, we may request additional documentation to verify the accuracy of new data to prevent fraud and inaccuracies.

- iv) **Right to withdraw consent:** Customers/Suppliers have the right to withdraw your consent for any or entire purposes as specified in this Notice by sending a written notice with your signature to us, except as otherwise provided by law. In this case, the written notice acknowledging your withdrawal of consent becomes part of the Consent Form. Upon receiving the notice of withdrawal of consent, we will be responsible for ceasing and requesting relevant organizations or individuals to stop processing your data that has been withdrawn.

The withdrawal of consent does not affect the legality of data processing agreed upon before the withdrawal.

- i) **Right to delete personal data:** Customers/Suppliers may request us and the Data Processor to delete your personal data by sending a written notice with the Customers/Suppliers's signature to us, except as otherwise provided by law. Upon receiving a valid written request for deleting data, we will be responsible for deleting Customers/Suppliers's data within 72 hours of receiving a complete and valid request and relevant processing fees (if any) from Customers/Suppliers. Deleting data will only occur in cases such as:

- Customers/Suppliers find your personal data inaccurate or no longer necessary for the agreed-upon purposes of collection as specified in [Section 3](#) of the Notice. In this case, Customers/Suppliers are responsible for any potential damages or costs that may arise from the request for deleting of personal data if any;
- Customers/Suppliers withdraw consent under Section 11.1 (iv) trên đây;
- Customers/Suppliers have a legitimate reason to object to the processing of personal data, and the Company has no legitimate reason or legal basis to continue processing personal data;

- Customers/Suppliers provide clear evidence that the processing of personal data does not comply with the agreed-upon purpose or violates legal regulations; and
- The personal data shall be deleted as prescribed by law.

The personal data shall not be deleted at the request of the data subject in the following cases: a) The deletion of personal data is prohibited by law; b) The personal data is processed by the competent state agency with a view to serving operations by such agency as prescribed by law; c) The personal data has been disclosed as prescribed by law; d) The personal data is processed with a view to serving law, scientific research and statistics as prescribed by law; e) The personal data shall not be deleted in the event of a state of emergency on national defense, security, social order and safety, major disasters, or dangerous epidemics; when there is a risk of threatening security and national defense but not to the extent of declaring a state of emergency; to prevent and combat riots and terrorism, to prevent and combat crimes and law violations according to regulations of law; f) It is required to respond to emergent cases that threaten the life and health or the safety of Customers/Suppliers or other persons.

- v) **Right to obtain restriction on processing:** Customers/Suppliers have the right to obtain restriction on the processing of your personal data, unless otherwise provided for by law. When requesting the restriction of personal data processing, Customers/Suppliers must clearly and specifically specify the scope, duration, and reasonable grounds for such a request that Customers/Suppliers rely on to propose the restriction. The restriction of personal data processing will be implemented within 72 hours from the time we receive the request to restrict the processing of personal data for all personal data that Customers/Suppliers have clearly, specifically, and in detail outlined in your request to restrict the processing of your personal data.
- vi) **Right to obtain personal data:** Customers/Suppliers can directly or authorize others to come to our headquarters or send a request form for the provision of personal data using templates 01 and 02 in the Appendix of Decree No. 13/2023/ND-CP online, postal services to the Company according to the information in [Section 13](#) of this Notice to request us and/or the Personal Data Processor to provide personal data for yourselves and/or for other organizations/individuals, except as otherwise provided by law. In cases where Customers/Suppliers request us to provide personal data to other organizations or individuals, Customers/Suppliers must attach the written consent request of the relevant organization or individual. After receiving a valid written request for the provision of personal data:
 - In the case where personal data is within our jurisdiction, we will notify Customers/Suppliers of the deadline, location, form of providing personal data; the cost of printing, copying, sending information through postal services (if any), and the method and deadline for payment of these fees. We will provide personal data within 72 hours from the time of receiving your request, and you have paid the fees if any, except as otherwise provided by law;

- In the case where the personal data requested is not within our jurisdiction, we will inform and guide Customers/Suppliers to the competent authority or clearly state the impossibility of providing personal data to Customers/Suppliers.
- ii) **Right to object to processing:** Customers/Suppliers have the right to object to us processing your personal data to prevent or restrict the disclosure of personal data or use it for advertising or marketing purposes, except as otherwise provided by law. We will fulfill your request within 72 hours of receiving the request, except as otherwise provided by law.
- vii) **Right to file complaints, denunciations and lawsuits.**
- viii) **Right to claim damage:** Customers/Suppliers have the right to claim compensation for damages as provided by law when there is a violation of your personal data protection regulations, except as otherwise agreed by the parties or as provided by law.
- ix) **Right to self-protection:** Customers/Suppliers have the right to self-protection as provided by the Civil Code, other relevant laws, and Decree No. 13/2023/ND-CP, or request competent authorities and organizations to implement civil rights protection methods as provided in Article 11 of the Civil Code.
- x) **Please note that:**
 - Requests to exercise the rights of Customers/Suppliers may arise processing fees, including but not limited to printing, postage, etc. In this case, the Company will notify Customers/Suppliers and fulfill the requests after the Customers/Suppliers have fully paid these fees to the Company.
 - In cases where Customers/Suppliers exercise the aforementioned rights, including but not limited to not accepting terms, withdrawing consent, or any actions restricting the processing of your personal data, such requests or actions may, depending on the circumstances, prevent the signing/implementation of the agreement between the Customer/Supplier and us or comply with the provisions of law or affect the rights of the Customer/Supplier as specified in Section 5.6 of the Notice. So, you should carefully consider the risks and negative impacts that may arise from exercising your rights before doing so. The exercise of these rights by Customers/Suppliers also implies your agreement that we will not be responsible for any loss or damage arising from such limitation, restriction, suspension, cancellation, impediment, or prohibition.
 - With reasonable efforts, we will fulfill legal and reasonable requests from you within a reasonable time as required by law. To clarify, we have the right to refuse to fulfill certain requests from you in specific cases, including but not limited to cases where: (i) you do not follow the procedures instructed by us/Personal Data Processor correctly; (ii) you does not provide or provides insufficient documents, materials for verifying the information changes; or (iii) in cases where we assess signs of fraud, violations of personal data protection; or (iv) you have not paid the fees related to your request (if any); or (v) Legal regulations do not allow the fulfillment your request. In such cases, we reserve our legal rights and remedies.

Accordingly, we will not be liable to you for any losses incurred, and our legal rights will be clearly preserved with regard to the limitation, restriction, suspension, cancellation, impediment, or prohibition of that personal data.

10.2. Along with our assurance of data subject rights, Customers/Suppliers will be required to:

- i) Provide us with complete and accurate personal data, regularly update personal data, and inform us of changes to the personal data provided.
- ii) Actively protect your own personal data or data collected by Customers/Suppliers and carefully consider before transferring their personal data or data they collect to us, especially sensitive personal data.
- iii) Ensure compliance with current laws and regulations regarding personal data related to us. Do not abuse their rights to affect our legitimate rights and interests.
- iv) When Customers/Suppliers provide us with the personal data of Referees, Customers/Suppliers ensure that they have or will explain to them that their personal data will be provided to us and processed by us, and Customers/Suppliers undertake and ensure that they have the valid consent of the Data Subject for the processing of their personal data by us under this Notice.
- v) Ensure indemnification and keep us harmless against any loss, damage, legal liability, deficiency, complaint, action, judgment, settlement, benefit, compensation, penalty, fine, or cost in any form arising from the Customers/Suppliers' processing of personal data related to us.

11. Personal Data Protection, unintended consequences, and damages

11.1. We will take necessary and appropriate measures to protect the personal data of Customers/Suppliers, including legal, organizational, managerial, and technical measures.

11.2. Customers/Suppliers understand that the processing of personal data, whether through the Internet and other technological means or through written documentation, is not entirely secure in all circumstances. There are unintended risks that may occur during the processing of personal data, such as leakage or damage due to cyber-attacks or similar incidents; unauthorized access, use, modification, alteration, or deletion, etc. Therefore, we do not guarantee that the personal data and other information of Customers/Suppliers will be secure against such inherent risks, and we make no statements regarding the legality, effectiveness, or suitability of the measures we use to protect that information.

12. Amendment and Update

12.1. This notice is effective from July 1, 2023. We reserve the right to modify, update, or amend this notice at any time, in accordance with our operational requirements and/or applicable laws. If the changes to this notice significantly affect the types of personal data processed

and the purposes of our processing, we will not continue processing the personal data of Customers/Suppliers that we collected before as described in the new notice until we have obtained the consent of Customers/Suppliers.

12.2. The latest version will be sent to Customers/Suppliers via email and/or other appropriate means of communication according to our assessment.

13. Contact us

Please contact us directly if Customers/Suppliers have any questions about this notice or other related issues (*e.g., to exercise your rights as specified in this Notice or send claims about our processing of personal data*).

Attn : Nagase Vietnam Co.,Ltd

Phone : 84-(24)3926-4126

ON BEHALF OF NAGASE VIETNAM CO.,LTD
GENERAL DIRECTOR
(Signed)

TANAKA TAKEHIRO