

GENERAL TERMS AND CONDITIONS ON PERSONAL DATA PROCESSING

(Effective from the date of 27 October, 2023)

transcosmos Vietnam Company Limited (“TCV”) always prioritizes the privacy and protection of Customers' Personal Data. We understand that through these “General Terms and Conditions on Personal Data Processing” (hereinafter referred to as the "Terms and Conditions"), customers will understand the contents related to how TCV processes and protects Customer's Personal Data during the search, access, purchase, registration, and use of TCV products, goods, and services to ensure that Personal Data is private and secure according to legal regulations as well as TCV's security standards.

When Customers use TCV's services and/or establish any transaction/relationship with TCV in the form of a contract or agreement (including but not limited to partnership contracts/agreements, service use/provision contracts, etc.), Customers need to read, understand, and agree to apply these Terms and Conditions.

These Terms and Conditions may change when necessary, and the latest updated version will be posted on TCV's official electronic Information Page. Therefore, Customers should periodically check the Terms and Conditions on our electronic Information Page.

Article 1: General Terms

1.1. These Terms and Conditions define and regulate how TCV processes the personal data of Customers.

1.2. To avoid confusion, the Terms and Conditions apply only when Customers establish a relationship with TCV as an individual.

1.3. These Terms and Conditions also define and regulate how TCV processes the personal data of:

- Persons related to customers as required by the law (“NLQ”);
- Third parties as determined by TCV from time to time: dependents, spouse, children, parents, authorized persons, emergency contacts, or other individuals (“Third Party”);
- By providing the personal data of NLQ and/or Third Party to TCV, Customers assure and guarantee that: (i) they have obtained the consent of the NLQ and/or Third Party for the processing of personal data as stated in these Terms and Conditions, (ii) Customers are fully responsible for TCV's processing of the personal data of NLQ and Third Party that Customers provide to TCV.

1.4. Depending on TCV's role in specific situations in these Terms and Conditions as, (i) Data Controller; (ii) Data Processor; or (iii) Both Data Controller and Processor, TCV will exercise the corresponding rights and responsibilities as per the current law.

1.5. These Terms and Conditions are an integral, inseparable part of the agreements, contracts, terms, and conditions governing the relationship between Customers and TCV.

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1.6. All rights and obligations of TCV under these Terms and Conditions will not change, restrict, or terminate the rights and obligations under the agreement or Contract between TCV and Customers. These Terms and Conditions are considered supplementary and do not affect TCV's other rights regarding the collection, use, disclosure, and processing of data.

1.7. These Terms and Conditions are interpreted and adjusted according to Vietnamese law. Any disputes arising will be settled at a competent court.

Article 2: Definitions and explanation of terminologies

2.1. **“Transcosmos VietnamCompany Limited”** or **“TCV”** includes: Transcosmos VietnamCompany Limited, its branches, representative offices, business locations of Transcosmos VietnamCompany Limited, and its subsidiaries, affiliated and associated companies of Transcosmos VietnamCompany Limited.

2.2. **“Terms and Conditions”** refers to this general terms and conditions for personal data processing and any amendments, supplements, replacements issued and implemented by TCV from time to time.

2.3. **“Customer” (“KH”)**: refers to individuals who have used, are using, or will use products and services provided by TCV (including registered customers, users, those who make transactions, contracts, and potential customers that are searching for, approaching, and showing interest in products and services provided by TCV). They are also the subjects of the data.

2.4. **“Personal data”** refers to information in the form of symbols, written words, numbers, images, sounds, or similar formats in electronic environments, which is associated with a specific individual or helps identify a specific individual. Personal data comprises basic personal data and sensitive personal data.

2.5. **“Basic personal data”** includes: First, middle, and last names, alternative names (if any); Date of birth; Date of death or disappearance; Gender; Place of birth, place of registration of birth, permanent residence, temporary residence, current residence, hometown, contact address; nationality; personal photo; phone number, ID card number, personal identification number, passport number, driver's license number, vehicle registration number, personal tax identification number, social insurance number, health insurance card number; marital status; family relationship information (parents, children); personal digital account details; personal data reflecting activities and history of online activities; Other information related to a specific individual or helping identify a specific individual not classified as sensitive personal data as mentioned in section 2.6.

2.6. **“Sensitive personal data”** refers to personal data closely tied to an individual's privacy and which, when breached, will directly affect the legitimate rights and interests of the individual, including: political view, religious belief; health status and personal information recorded in medical records, excluding blood type information; information related to racial and ethnic origin; information on inherited or acquired genetic characteristics; Information on physical attributes and unique

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biological characteristics; information on personal sexual life and sexual orientation; data on crimes and criminal behavior collected and stored by law enforcement agencies; customer data of credit institutions, foreign bank branches, intermediary payment service providers, and other authorized organizations, including: legally mandated customer identification information, account details, deposit information, collateral asset details, transaction details, data on organizations or individuals acting as guarantors at credit institutions, foreign bank branches, intermediary payment service providers; Location data identified through location services; Other personal data specified by the law as unique and requiring necessary security measures.

2.7. **“Personal Data Processing”** refers to one or multiple activities that impact personal data, such as: collecting, recording, analyzing, verifying, storing, editing, disclosing, combining, accessing, retrieving, recovering, encoding, decoding, copying, sharing, transmitting, providing, transferring, deleting, and erasing personal data or other related actions.

For clarity, any terms not explained in this Terms and Conditions will be interpreted and applied according to Vietnamese law.

Article 3: Purposes of Personal Data Processing

3.1. Customers’ personal data will be utilized by TCV for one, several, or all of the following personal data processing purposes:

- Consulting, introducing TCV's products and services; presenting collaboration opportunities, job opportunities, and arranging contract and transaction agreements with TCV;
- Fulfilling rights and obligations according to contracts/agreements/deals between customers and TCV;
- Providing products or services that TCV proposed or provided to Customers; processing Customers’ registration for any products and services offered or provided by TCV;
- Verifying the accuracy and completeness of the information provided by Customers; identifying or verifying the identity of Customers and implementing customer verification process;
- Contacting Customers to exchange relevant information and documents; informing Customers about benefits, changes in product and service features;
- Analyzing, evaluating, improving product and service quality, including researching and enhancing TCV's internal business processes; surveying and researching the market and analyzing data related to any TCV product or service (whether conducted by TCV or a third party in collaboration with TCV) that may concern customers;
- Carrying out customer care activities, commercial promotions, marketing, promoting TCV's image, internal and external communications, advertising; contacting customers to offer promotional

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programs, discounts, gifts, product introductions; organizing events for agents, management levels, other partners, and/or customers.

- Giving customers access to content on TCV's websites, apps, or social media platforms; offering technical support concerning TCV's websites and apps or about future changes to the policies in this Notice;
- Managing the use of TCV's websites, apps, and social media platforms by customers and conducting usage analytics to personalize, operate, assess, and improve them as well as TCV's services, and to understand customer preferences and troubleshoot issues;
- Fulfilling responsibilities and obligations of the parties as stipulated by the law, upon request from competent government agencies; serving the inspection and examination processes; the activities of competent government agencies and/or complying with other relevant legal regulations.
- Protecting the legitimate interests of TCV and to comply with relevant legal regulations; to prevent or mitigate threats to the safety and health of others, and the public interest.
- Complying with TCV's internal policies, procedures, and any rules, regulations, guidelines, directives, or requirements issued by a competent government agency as prescribed by the law.
- Checking with the anti-spam registration agency, junk email, junk calls, or other registration agencies (if any).
- Managing and recording calls and electronic communications with customers and other relevant parties.
- Implementing regulations related to the safety of TCV's information system and customer's personal data protection.
- Implementing and complying with agreements, contracts between TCV and partners, service providers, affiliates, and third parties related to TCV's business operations.
- Evaluating any repurchase requests, conducting repurchase transactions, transferring business operations and/or assets, transferring or assigning rights, benefits, or obligations under contracts between customers and TCV.
- Protecting and enforcing TCV's rights, including collecting fees, charges, and/or recovering any debts, as per any agreement between customers and TCV.
- Providing information to TCV's suppliers/service providers/partners to perform services for customers and/or TCV.
- Responding to customer questions and complaints and helping to resolve disputes.
- Serving any other purpose as required or permitted by any law, regulation, guideline, and/or competent government agency.

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- Carrying out other activities related to TVC's provision, operation, processing, and management of products and services for customers.
- Serving purposes related to TCV's business activities that TCV deems appropriate at any given time.
- TCV may use customer's personal data recorded by the security surveillance system located at the headquarters, branches, offices, business locations, service delivery of TCV for the following purposes: (i) for public security and occupational safety purposes; (ii) to detect and prevent violations that may occur at TCV's business locations or in using TCV's products and services; (iii) to detect and prevent criminal activities; and/or (iv) to investigate other issues arising.
- Serving other reasonable purposes related to the above purposes.

3.2. TCV will seek permission from customers before using their personal data for purposes other than those stated in clause 3.1, section 3 of this notice.

Article 4: Types of Personal Data Processed

To carry out the purposes set forth in Article 3, Customers agree that TCV has the right to collect and process their personal data, including Basic Personal Data and Sensitive Personal Data.

Article 5: Methods of Collection and Data Processing

5.1. Methods of personal data collection:

TCV (including the Data Processors used by TCV) can directly or indirectly collect customer's personal data during TCV's provision of products, services to customer and/or when customers request from one or several sources as listed below, including but not limited to:

- Provided by Customers to TCV: (i) during the process where Customers search, exchange, approach, and use the products or services of TCV; (ii) during the process where Customers establish contractual relationships or partnerships with TCV in various ways such as directly, through agents, through intermediaries, via electronic information pages (websites), automated Q&A boxes (AI chatbox), brand promotion channels (fanpage), mobile applications, TCV's business software (collectively referred to as "Platforms"), by phone; (iii) when Customers register and use TCV's websites, applications, or social media platforms; (iv) when Customers participate in surveys, promotional programs, or other legal programs and activities of TCV; (v) through verbal or written exchanges between Customers and TCV and/or between Customers and organizations/agents authorized or in partnership with TCV;
- From suppliers, service providers, partners, affiliates, and third parties related to TCV's business operations;
- From third parties related to Customers, such as employees, joint account owners, guarantors,

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providers of security measures, and transaction parties;

- From third-party sources where Customers have agreed to the collection/sharing/provision of personal data, or from sources where collection is required or permitted by law.
- Customers agree that during transactions at TCV's business locations and/or through other communication channels such as TCV's hotline, electronic application exchanges, TCV will record images and/or voices of Customers for purposes as set out in section 3 of this Notice.
- TCV may also collect data through authorization by Customers and/or in accordance with legal regulations.

5.2. *Methods of personal data processing:*

- Customers agrees that TCV and/or related parties that process customers's personal data as set out in Article 6 of these Terms and Conditions will perform data processing activities such as: collecting, recording, analyzing, verifying, storing, editing, disclosing, combining, accessing, retrieving, revoking, encrypting, decrypting, copying, sharing, transmitting, providing, transferring, deleting, canceling personal data, or other related actions as regulated by law for the purposes set forth in Article 3 of these Terms and Conditions. The processing can be done through computer systems, software, algorithms, in writing, verbally, or in other appropriate forms.

5.3. *Personal data processing in special cases:*

- TCV may record and process personal data collected from closed-circuit television ("CCTV") in areas with CCTV installations (including but not limited to customer service areas, corridors, entrance and exit areas within TCV's headquarters) in accordance with security requirements of TCV's operations and for customers as regulated by law and these Terms and Conditions.
- TCV always respects and protects the personal data of minors. In addition to the legal data protection measures, before processing minors' personal data, TCV will verify the age of the minor and obtain the consent of (i) the minor and/or (ii) the parents or legal guardians as prescribed by the law.
- Besides adhering to other relevant legal regulations, for the processing of personal data related to missing/deceased persons, TCV must obtain the consent of one of the related persons as prescribed by the current law.

Article 6: Other entities related to personal data processing

To achieve the Purpose of personal data processing stated in Article 3 of these Terms and Conditions, customers agree to allow TCV to share, transfer the personal data of customers and/or third parties, persons associated with customers to one or more of the following:

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- Employees of TCV, shareholders, branches, representative offices, business locations of TCV, and its parent company, subsidiaries, affiliate companies, and affiliated companies of Transcosmos Vietnam Company Limited;
- Companies and/or organizations that act as suppliers, partners, agents, and/or advisors to TCV, including but not limited to insurance companies, administrative-service providers, postal services, marketing, sales, customer care centers, HR management, data processing, IT, computing, payment, debt recovery, credit information, market research services, reward programs, record storage and management, data entry, legal services, social media, telecommunications, networking, phone services, infrastructure and technological support, workforce management, risk reporting, information security, data centers, workshops, advisory services, banks and payment intermediaries, medical institutions, healthcare centers, or other organizations or individuals providing related services, or supporting TCV's business operations and customer service;
- Businesses, individuals, authorized agencies, or third-party entities that TCV is permitted or obligated to disclose to by the law or according to any contract or commitment between the third parties and TCV;
- Organizations, individuals, or businesses related to the enforcement, maintenance, and protection of any rights of TCV according to Product contracts, services, agreements between TCV and Customers.
- Third parties that customers agree to or TCV has a legal basis to share the personal data of customers.

Article 7: Oversea Transfer of Personal Data

- To achieve the purposes of personal data processing mentioned in Article 3 of these Terms and Conditions, customers agree that TCV and/or individuals/organizations involved in the Personal Data Processing process as specified in Article 6 of these Terms and Conditions may send, store and process their personal data in Vietnam or in another country where TCV is located, or in countries where individuals/organizations participating in the Personal Data Processing process as mentioned in Article 6 of these Terms and Conditions are based.
- When providing/sharing personal data overseas, TCV ensures that the transferred personal data will be securely protected and in compliance with legal obligations, regulations related to the transfer and processing of personal data as mentioned in these Terms and Conditions and as stipulated by the law.

Article 8: Rights and Obligations of customers

8.1. Customers have the rights to: Be informed, agree, access, withdraw consent, request data deletion, restrict data processing and provision, object to data processing, complain, denounce, initiate legal action, request compensation for damages, and protect themselves under the law on personal data

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protection.

Within the permitted scope of law, Customers can exercise their rights by contacting TCV using the information provided in Article 12 of these Terms and Conditions. In this case:

- TCV, with reasonable effort, will process lawful and valid requests from Customers within the timeframe mandated by law from the time of receiving a complete and valid request and related processing fees (if any) from customers, depending on TCV's right to any exemption and/or exception as provided by the law.
- If customers withdraw their consent, request data deletion, and/or exercise other related rights regarding any or all of their personal data, the request may not be processed if not allowed by the law; depending on the nature of customers' request, TCV may consider and decide not to continue providing TCV's products or services to customers. Any actions taken by customers under this provision will be considered as unilateral termination from the customers' side of any relationship between customers and TCV, and could lead to a breach of obligations or commitments under the contract between customers and TCV. TCV retains its lawful rights and remedies in such cases. Consequently, TCV will not be liable to customers for any arising losses, and TCV's lawful rights will be clearly preserved in case of such limitation, restriction, suspension, cancellation, prevention, or prohibition.
- For security purposes, Customers may need to make their request in writing or use other methods to prove and verify their identity. TCV may ask customers to verify their identity before processing their request.

8.7. Customers have to obligation to: protect their personal data; ask related organizations or individuals to protect their personal data; provide accurate and complete personal data when giving consent to TCV's data processing; comply with the law on personal data protection and other legal obligations as stipulated by the law.

Article 9: Personal Data Security Measures

9.1. TCV ensures confidentiality, security, compliance with the law, and limits potential unintended consequences and damages (including but not limited to data leaks or inappropriate data processing that harm the legitimate rights and interests of customers). The responsibility for securing the personal data of customers is a mandatory requirement set by TCV for all employees.

9.2. TCV carries out its responsibility to protect personal data as per current law, using security methods that ensure safety. TCV regularly reviews and updates management and technical measures when processing customers's personal data (if applicable).

Article 10: Potential Unintended Consequences of Personal Data Processing

During the process of personal data processing, TCV always strives to comply with legal regulations,

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ensure security barriers, and apply maximum possible information system security measures to protect customers' personal data at the highest level. However, due to technical reasons or other factors beyond TCV's control, data loss or leaks can occur, leading to unwanted consequences and damages for customers and/or TCV. In such cases, TCV will do its utmost to timely prevent potential consequences and reinforce security barriers, minimizing damages to customers. As mandated by the law on personal data protection, TCV will immediately notify customers, related parties, and relevant authorities of any violations in personal data processing.

Article 11: Start and End Time of Data Processing

11.1. TCV will process customers's personal data from the time the data is provided to TCV until the purpose of personal data processing mentioned in Article 3 of these Terms and Conditions is completed and/or the legal period for each specific type of personal data (including but not limited to accounting laws, anti-money laundering laws, insurance business laws, inspection laws, audit laws, other relevant laws).

11.2. TCV may need to store customers's personal data even after the contract or transaction between customers and TCV has ended to fulfill TCV's legal obligations as per the law and/or requests from competent government agencies.

Article 12: Customer's Commitment

Customers guarantee that their consent for TCV to process personal data according to these Terms and Conditions is entirely voluntary, without being deceived or forced.

Customers guarantee that they have fully understood all the terms stated in these Terms and Conditions.

Article 13: Amendments, Additions, Replacements

Customers agree that TCV has the full right to amend, add to, or replace these Terms and Conditions at any time based on TCV's decisions, policies of each period, and in compliance with legal regulations, without needing to notify in advance or obtain customers's consent. Any adjustments, amendments, additions, or replacements of these Terms and Conditions will take effect at the time of publication and will be publicly posted by TCV on the website: <http://trans-cosmos.com.vn> and/or notified to customers through suitable methods implemented by TCV in each period.

Article 14: Contact Information for Personal Data Processing

If customers have any questions, requests, or complaints related to personal data processing according

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to these Terms and Conditions, or if customers need to access and edit their personal data, please contact us through the following methods:

- TCV Headquarters at:
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- + Branch at: 8th and 10th floors, Scetpa Building, 19A Cong Hoa, Ward 12, Tan Binh District, Ho Chi Minh City
- Email us at: info@trans-cosmos.com.vn
- Call our Customer Service Hotline at: (024) 3862 2288 (HN) hoặc (028) 38 110 668 (HCM)
- For contact information, you can refer to the "Contact" section on the website: <http://trans-cosmos.com.vn>

These Terms and Conditions are issued in Vietnamese and translated into English. In case of any discrepancies between the Vietnamese and English versions, the Vietnamese content will be given priority.

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