

**GREENYELLOW VIETNAM
LIMITED LIABILITY
COMPANY**

SOCIALIST REPUBLIC OF VIET NAM
Independent – Freedom– Happiness
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Ho Chi Minh City, dated 1 July 2026

**POLICY
ON PROCESSING PERSONAL DATA**

ARTICLE 1: SCOPE OF OF REGULATION

1.1. “**Personal data processing**” means activity or activities that affect(s) personal data, such as collecting, analyzing, aggregating, encrypting, decrypting, modifying, deleting, destroying, de-identifying, providing, disclosing, transferring personal data, and other activities that affect Personal Data..

1.2. This Policy on Processing Personal Data (“**Policy**”) of the **GREENYELLOW VIETNAM LIMITED LIABILITY COMPANY** (“**Company**”) stipulates and governs the following contents:

- (i) The subjects and scope of application of the Policy;
- (ii) Purpose, methods of collection and processing;
- (iii) Processing;
- (iv) Rights and obligations of related parties;
- (v) Violations and handling of violations; and
- (vi) Other issues related to the processing of information in the form of symbols, letters, numerals, images, sounds, or similar forms in the electromagnetic environment associated with a specific person or that help identify a specific individual (“**Personal Data**”) of all individuals listed as in Article 2 below.

ARTICLE 2: REGULATED ENTITIES

This Policy shall apply to:

- 2.1 Individuals who are currently working for the Company under labor contracts, are paid wages, are under the management, administration, and supervision of the Company, are in

the labor relations, and/or are in the process of performing tasks arising from the labor relations through the concluding of labor contracts, training contracts including but not limited to probationary periods, internships, apprenticeships, apprenticeships and periods of employment at the Company (*full-time and part-time*) (**Hereinafter referred to as "Employee"**); and

- 2.2 Candidates who apply or are invited to apply for positions at the Company, even if they are not subsequently hired, will still have their Personal Data retained and processed by the Company for future recruitment needs (Hereinafter referred to as **"Candidate"**);
- 2.3 Other individuals who are carrying out work or projects for the Company through Service contracts, Collaboration contracts, etc., and whose personal data needs to be collected and processed by the Company for the purposes of evaluation, selection, decision-making regarding the contract for the work or project, or to facilitate the implementation of that work or project (Hereinafter referred to as **"Individual contractor"**).
- 2.4 Individuals who are employees, managers, representatives, shareholders, contractors, or related persons of customers, partners, or organizations having a business or cooperative relationship with the Company ("Customers"), whose Personal Data the Company may need to collect from such Customers for the purposes of evaluating, selecting, deciding whether to enter into contracts with, and performing contracts with the Customers ("Other Individuals").
- 2.5 Departments of the Company, as well as the Company's Subsidiaries, are involved in processing the Personal data, specifically, the Human Resources (Hr) department and Information Technology (IT) department process the Personal data of Employee and Candidate, while all departments process the Personal data of Individual contractors.

ARTICLE 3: PERSONAL DATA BEING COLLECTED AND PROCESSED

Personal data are processed that include Basic Personal Data, Sensitive Personal Data, and other data, information as required by law to be considered as Personal Data.

Details of Basic Personal Data and Sensitive Personal Data are specified as follows:

- 3.1 **Basic Personal Data** shall include:

- (i) Surname, middle name, first name, and other names (if any);
- (ii) Date, month, and year of birth; date, month, year of death or missing;
- (iii) Gender;
- (iv) Place of birth, place of birth registration, place of permanent residence, place of temporary residence, current place of residence, native place, and contact address;
- (v) Nationality;
- (vi) Personal images (including but not limited to images and information collected from security camera systems, including recordings of images on camera systems, surveillance cameras at the Company's headquarters, offices, business locations);
- (vii) Phone number, personal identification number, passport number, driver's license number, license plate number;
- (viii) Marital status;
- (ix) Information on family relationships (parents; spouse children);
- (x) Information on the digital account of the individual;
- (xi) Other information affiliated with a specific Individual or helping identify a specific Individual that does not fall within the categories set out in Article 3.2 of this Policy.

3.2 Sensitive Personal Data shall include:

- (i) Data revealing racial origin or ethnic origin;
- (ii) Political views, religious or belief views;
- (iii) Information relating to private life, personal secrets, and family secrets;
- (iv) Health status;
- (v) Biometric data and genetic characteristics;
- (vi) Data revealing an individual's sexual life or sexual orientation;
- (vii) Data on criminal convictions and legal violations collected and stored by law enforcement authorities;
- (viii) Location data of an individual determined through positioning services;
- (ix) Login names and passwords for electronic identification accounts of individuals; images of identity cards, citizen identity cards, or personal identification cards;

- (x) Login names and passwords of bank accounts; bank card information; transaction history data of bank accounts; financial and credit information and information on financial, securities, and insurance activities and transaction history of customers at credit institutions, foreign bank branches, payment intermediary service providers, securities and insurance service providers, and other authorized organizations;
- (xi) Data tracking behavior and usage activities of telecommunications services, social networks, online communication services, and other services in cyberspace;
- (xii) Other Personal Data required by law to be kept confidential or subject to strict security measures.

ARTICLE 4: METHOD OF COLLECTION AND PROCESSING OF PERSONAL DATA

The Employee, Candidate, and Individual contractor's Personal Data shall be collected and processed by the Company in the following methods:

- 4.1 The Company shall collect and process the Employee, Candidate, Individual contractor and Other Individuals's Personal Data (*expressed in physical or electronic form*) directly through being provided with information by the Employee, Candidate, and Individual contractor at:
 - (i) Job application;
 - (ii) Contracts;
 - (iii) Forms of request for information;
 - (iv) Forms for information survey;
 - (v) Emails exchanges between the Company and/or third parties and Employees, Candidates, and Individual contractors;
 - (vi) Recruitment processes, employee onboarding processes, and employment-related work processes;
 - (vii) The forms provided by the Company and the Group from time to time; and
 - (viii) Other documents containing the Employee, Candidate, Individual contractor and Other Individuals's Personal Data.
- 4.2 The Company shall also collect and process the Personal Data of the Employee, Candidate, Individual contractor indirectly through Recruitment companies or other individuals and organizations that provide referrals.

- 4.3 The Company shall be entitled to collect and process audio recording, and video recording data (with or without sound), images, and/or specific images of Employee, Candidate, Individual contractor that may be recorded from security cameras installed at the Company's headquarters, offices, and business locations. To clarify, the Company's notification of the installation of security cameras at its headquarters, representative offices, branches, and business locations and the Employee, Candidate, Individual contractor do not object thereof shall be deemed as the Employee, Candidate, Individual contractor have consented to the Company's collection and processing of his/her Personal Data in this method;
- 4.4 The Employee, Candidate, Individual contractor's Personal Data processing shall be carried out in any form, including but not limited to process through paper copies, audio recordings, video recordings, or in the form of electronic data messages;
- 4.5 The processing, and/or transfer of the Employee, Candidate, Individual contractor and Other Individuals's Personal Data to inbound or outbound agencies, organizations, and individuals shall be lawfully carried out for purposes in accordance with the Policy herein; or as amended from time to time at the Company's discretion; and
- 4.6 The Company shall be entitled to lawfully collect the Employee's Personal Data from a third party related to the Employee, such as a guarantor, or security provider.

ARTICLE 5: DATA PERSONAL DATA STORAGE METHOD

- 5.1 After being collected, the Employee, Candidate, Individual contractor and Other Individuals's Personal Data shall be stored by the Company as follows:
- (i) For Personal Data expressed in physical form, the Personal Data shall be stored at the Company's headquarters, offices, and/or any places as required by law; and
 - (ii) For Personal Data expressed in electronic form, the Personal Data shall be stored in the cloud of a third-party hosting service provider with whom the Company has entered into the service agreement, and/or on the Company's servers and intranet, and/or any other location as required by law, and subject to scale and actual operations of the Company, from time to time.

- 5.2 The Company hereby commits to implementing all necessary data protection measures as specified in Article 9 below in order to ensure the security of the Employee, Candidate, Individual contractor and Other Individuals's Personal Data.
- 5.3 The period for Personal Data processing starts (i) from the date the Employee, Candidate, Individual contractor, Other Individuals provide and agree to the processing of his/her Personal Data; or (ii) the date on which the Employee establishes the labor relations with the Company by signing any agreement, or the date of signing the Service Contracts, Collaboration Contracts, etc., to implement and execute work or projects for the Company in the case of Individual contractor; or (iii) the date on which the Company is provided with Personal Data for the purpose of considering the execution of a contract with a Customer, whichever comes first.
- 5.4 The storage of Personal Data ends when (i) Personal Data is returned to the Employee, Candidate, Individual contractor, Other Individuals; and/or (ii) The purposes specified in Article 6 of the Policy on Personal Data Processing is fulfilled; and/or (iii) Personal Data is destroyed/terminated for processing as agreed; and/or (iv) as prescribed by law, except that may or must be stored longer as required by law from time to time.

ARTICLE 6: PURPOSE OF PERSONAL DATA PROCESSING:

- 6.1 The Company shall use or process the Employee's Personal Data for the performance of labor contracts, other agreements in the labor relation between the Company and the Employee, and tasks serving the management and operation of the Company in accordance with the law, including but not limited to:
- (i) To make a payment of wages, bonuses, allowances, and other benefits to the Employee as agreed upon in the Labor Contract, the Company's internal Policies, and labor laws;
 - (ii) To register and participate in social insurance, health insurance, unemployment insurance, and other types of voluntary insurance according to the Company's internal Policies (if any); To register and participate in the Company's internal union organizations, as well as other organizations in accordance with law.
 - (iii) To declare and pay taxes and fees according to labor laws;
 - (iv) To implement and comply with the agreements entered into by and between the Company and other parties as permitted by law to use the Employee's Personal Data;

- (vi) To carry out other activities related to internal management and operations as the Company deems appropriate from time to time, and ensure the lawfulness of the use of the Employee's Personal Data;
- (vii) To serve internal audits, independent audits of the Company, and inspections and examinations by Competent authorities as required by law, even after the labour relation between the Company and the Employee has ended; and
- (viii) To perform other purposes not contrary to applicable law and with the Employee's written consent.

6.2 Personal data shall collect and process Personal data of Candidates for the following purposes related to the job and recruitment process at the Company, including but not limited to:

- (i) To process job applications for positions within the Company and assessing the suitability of Candidates for the applied roles and positions;
- (ii) To conduct analysis and statistics for the Company's business activities;
- (iii) To fulfill reporting obligations as required by current laws and regulations (if any);
- (iv) To provide Candidates with information about potential future opportunities;
- (v) To serve other purposes not contrary to current laws and regulations and with the written consent of the Candidate.

6.3 The Company uses Personal data of Individual contractor for the purpose of evaluation, selection, decision-making regarding the Contract for the work or project, or to facilitate the implementation of that work or project, including but not limited to:

- (i) To assess and evaluate the quality of work performed by the Individual contractor as a basis for acceptance and payment;
- (ii) To make payments for service fees, remuneration, and other benefits to the Individual contractor as per the agreement in the Service contract, Collaboration contract, etc.;
- (iii) To declare and pay taxes, fees as required by law;
- (iv) To generate data, reports, and statistics, managing for the Company or based on the request of authorized agencies or other relevant third parties of the Company;

- (v) To serve internal audits, independent audits of the Company, and inspections and examinations by Competent authorities as required by law, even after the labour relation between the Company and the Employee has ended; and
 - (vi) To serve other purposes not contrary to current laws and regulations and with the written consent of the Individual Contractor.
- 6.4 The Company uses the Personal Data of Other Individuals for the purpose of evaluating, selecting, deciding whether to enter into contracts with, and performing contracts with Customers, including:
- (i) Conducting due diligence and assessing the capability and capacity of Customers as a basis for entering into and performing contracts with such Customers;
 - (ii) Preparing data, reports, statistics, and management information for the Company's internal purposes or as required by competent authorities or other relevant third parties of the Company; and
 - (iii) Other purposes that are not contrary to applicable laws and are consented to in writing by the Other Individuals.

ARTICLE 7: PERSONAL DATA PROCESSING

7.1 The Company shall be entitled to process the Personal Data in the following methods:

- (i) The Company processes on its own, or or engage a Personal Data Processor under a contractual arrangement to process, the Employee, Candidate, Individual contractor's Personal Data for the purposes and scope agreed in this Policy, or the documents relating to the Employee, Candidate, Individual contractor as permitted by the Company from time to time, and/or the authorized third party to process the Personal Data;
- (ii) Personal Data processing of the Employee, Candidate, Individual contractor, Other Individuals shall be carried out by the Company in any lawful form, including but not limited to the processing through paper copies, audio recordings, video recordings, or in the form of electronic data messages;
- (iii) The transfer of the Employee, Candidate, Individual contractor and Other Individuals's Personal Data to inbound or outbound agencies, organizations, and individuals, if any, shall be carried out by the Company according to the purposes and terms set forth herein, in accordance with Vietnamese law, or relevant documents that the Employee,

Candidate, Individual contractor agrees to in the manner of processing as agreed in this Article; and

- (iv) Other handling methods at the Company's discretion that are not in contravention of the law.

7.2 The Employee, Candidate, Individual contractor, Other Individuals expressly acknowledge and agree that the Purpose of Personal data processing as specified in Article 6 of this Policy, at the discretion of the Company, may change from time to time, but ensure compliance with applicable laws. In such a case, the Company shall update the purposes of personal data processing, the additional personal data needed (if any), and the Employee, Candidate, Individual contractor, Other Individuals's consent to allow the personal data processing at the corresponding time.

7.3 During the processing of Personal Data, the Company shall use technical measures, and apply appropriate safeguards and security measures, including protection against violations of Policies on Personal Data protection, and prevention of loss, destruction, or damage due to incidents.

Regrettably, no data transmission over the Internet can be guaranteed to be completely secure. Therefore, although the Company endeavours to protect the personal information of the Employee, Candidate, Individual contractor, Other Individuals in accordance with the law by taking all necessary technical and legal measures, it cannot guarantee or commit to the security of any information of the Employee, Candidate, Individual contractor transmitted to or from its internal system. Upon receipt of any unauthorized disclosure of Personal Data or breach by hackers or external infiltrators, without the Company's fault, the Company shall promptly take necessary measures to ensure system security.

7.4 The Employee, Candidate, Individual contractor, Other Individuals must cooperate, and provide full and accurate his/her Personal Data to the Company when agreeing to allow the processing of his/her Personal Data, or that of a third party (including but not limited to information of dependents, related persons as prescribed by law, wife/husband, children and/or parents and/or guardians, friends, beneficiaries, authorized people, partners, contact person in emergencies or other individuals of the Employee, Candidate, Individual contractor), or otherwise required by law.

By providing the Personal Data of a third party to the Company, the Employee, Candidate, Individual contractor, Other Individuals represents, warrants, and assumes responsibility that

he/she has provided sufficient information and obtained the legally approval/consent of that third party for the Company in order to process the Personal Data for the purposes set out in Article 6 hereof. The Employee, Candidate, Individual contractor, Other Individuals agree that the Company shall not be liable for due diligence on the legality and validity of such consent, and that the storage of evidence shall be the Employee, Candidate, Individual contractor, Other Individuals's responsibility. The Company reserves the right to waive any liability, or claim compensation for damages and expenses related to the Employee, Candidate, Individual contractor, Other Individuals's failure to perform the obligations set out in this Article.

ARTICLE 8: RIGHTS AND OBLIGATIONS OF THE EMPLOYEE, CANDIDATE, INDIVIDUAL CONTRACTOR

8.1 In terms of the Personal Data, the Employee, Candidate, Individual contractor, Other Individuals have the following rights:

(i) The Right To Know

Upon entering into this Policy, the Employee, Candidate, Individual contractor, Other Individuals have the right to know information regarding the processing activities of his/her Personal Data, unless otherwise provided by law.

(ii) The Right To Consent

The Employee, Candidate, Individual contractor, Other Individuals have the right to consent or refuse to allow the Company to process his/her Personal Data, except as provided in Article 10.2 hereof, and otherwise provided for by law.

For the avoidance of doubt, the Employee's, Candidate's, or Individual Contractor's, Other Individuals's consent shall be evidenced by the execution of a written Personal Data Processing Agreement with the Company (the "**Personal Data Processing Agreement**"). The Personal Data Processing Agreement shall remain valid and effective until the Employee, Candidate, or Individual Contractor decides otherwise, or until otherwise required in writing by a competent state authority

(iii) The Right to Access, Rectify, or Request Rectification of Personal Data

Unless otherwise provided by law, Employees, Candidates, and Individual Contractors shall have the right to access, rectify, or request the rectification of their Personal Data to ensure the accuracy of such Personal Data after it has been collected by the Company based on their consent. Where direct rectification is not possible due to technical or other reasons, Employees, Candidates, and Individual Contractors may request the Company's assistance in rectifying their Personal Data.

Requests to access, rectify, or request the rectification of Personal Data must be submitted in writing by Employees, Candidates, and Individual Contractors in their capacity as Data Subjects, using the form issued by the Company, duly signed by the relevant Data Subject, and sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise required by law. In such case, the request relating to the access, rectification, or requested rectification of the Personal Data of the Employee, Candidate, or Individual Contractor shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of an access, rectification, or rectification request from an Employee, Candidate, or Individual Contractor, the Company shall acknowledge and respond to such request via email within two (2) working days and shall implement the request as soon as reasonably practicable, but no later than ten (10) days, or fifteen (15) days where the involvement of a Personal Data Processor or another third party is required, from the date of receipt of the request or as otherwise prescribed by applicable law.

Where a request is of such nature or complexity that additional time is reasonably required for processing, the Company may extend the processing period once for up to ten (10) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that the extension is necessary and reasonable.

Where the Company assists an Employee, Candidate, or Individual Contractor in rectifying Personal Data held by the Company, the Company may request additional documents or information for verification purposes. Employees, Candidates, and Individual Contractors shall be responsible for the accuracy and completeness of the

information and data provided to the Company in connection with any rectification request.

Where the request cannot be fulfilled for legitimate reasons, the Company shall notify the Employee, Candidate, or Individual Contractor accordingly.

(iv) The Right to withdraw consent

Employees, Candidates, and Individual Contractors shall have the right to withdraw their consent to the processing of their Personal Data where they have concerns regarding the scope of processing, the purposes for which their Personal Data is processed, or the accuracy of such Personal Data.

Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, shall have the right to withdraw their consent to the processing of their Personal Data by submitting to the Company a written notice, in the form prescribed by the Company and duly signed by the relevant Data Subject, which shall be sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise required by applicable law. In such case, the notice recording the Employee's, Candidate's, or Individual Contractor's request to withdraw consent shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of a valid notice of withdrawal of consent in accordance with these Regulations, the Company shall acknowledge and respond to the Employee, Candidate, or Individual Contractor via email within two (2) working days and shall process such request within fifteen (15) days, or within twenty (20) days where the involvement of a Personal Data Processor or a third party is required, from the date of receipt of the aforesaid notice, except with respect to Personal Data specified in Article 10.2 of these Regulations or where otherwise provided by applicable law.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to fifteen (15) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable. The withdrawal of consent shall not

affect the lawfulness of any processing of Personal Data carried out on the basis of consent prior to such withdrawal.

(v) The Right to Data Deletion

The Employee, Candidate, Individual contractor shall be entitled to request the Company to delete his/her Personal Data in the following cases:

- (a) The Employee, Candidate, or Individual Contractor requests the deletion of their Personal Data and acknowledges and accepts any losses, damages, costs, or expenses that may arise from or be incurred as a result of such deletion request;
- (b) The purposes for processing the Personal Data as set out in Article 6 of these Regulations have been fulfilled;
- (c) The statutory retention period for the Personal Data has expired;
- (d) The deletion is carried out pursuant to a decision of a competent state authority;
- (e) The deletion is carried out pursuant to an agreement between the Employee, Candidate, or Individual Contractor and the Company;
- (f) The Personal Data is required to be deleted in accordance with applicable law.

The deletion of Personal Data shall not apply in the circumstances set out in Article 10.2 of this Regulation and/or where such deletion would result in a violation of the principles governing the exercise of rights and performance of obligations by Employees, Candidates, and Individual Contractors under Article 8.3 of this Regulation.

Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, shall have the right to request the deletion of their Personal Data by submitting to the Company a written notice, in the form prescribed by the Company and duly signed by the relevant Data Subject, which shall be sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise required by applicable law. In such case, the notice recording the Employee's, Candidate's, or Individual Contractor's request for deletion of Personal Data shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of a valid notice requesting the deletion of Personal Data in accordance with this Regulation, the Company shall acknowledge and respond to the Employee, Candidate, or Individual Contractor via email within two (2) working days and shall implement the request within twenty (20) days, or within thirty (30) days where the involvement of a Personal Data Processor or a third party is required, from the date of receipt of such notice.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to twenty (20) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable.

(vi) The Right to Restrict Personal Data Processing

Employees, Candidates, and Individual Contractors shall have the right to request the restriction of the processing of their Personal Data where they have concerns regarding the scope of processing, the purposes for which their Personal Data is processed, or the accuracy of such Personal Data, unless otherwise provided by applicable law.

Employees, Candidates, and Individual Contractors acknowledge and understand that the processing of Personal Data is a complex process involving multiple activities of the Company and may affect third parties. Therefore, any restriction on the processing of Personal Data must be implemented by the Company with due care to ensure: (i) the lawful rights and interests of Employees, Candidates, and Individual Contractors under the Personal Data Processing Agreement, this Regulation and those of other relevant parties; (ii) compliance with applicable laws and requirements of competent authorities; and (iii) the continuous, safe, and stable operation of the Company. Accordingly, Employees, Candidates, and Individual Contractors agree that any request for restriction of the processing of Personal Data must clearly and specifically state the scope of the restriction, the proposed duration of such restriction, and the reasonable grounds on which the request is based.

Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, may request the restriction of the processing of their Personal Data by submitting to the Company a written notice, in the form prescribed by the Company and duly signed by the relevant Data Subject, which shall be sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise required by

applicable law. In such case, the notice recording the request for restriction of the processing of Personal Data shall form an integral part of the Personal Data Processing Agreement entered into with the Company. Restricting the processing of Personal Data shall not affect the lawfulness of any processing activities carried out prior to such restriction.

Upon receipt of a valid notice requesting the restriction of the processing of Personal Data in accordance with this Regulation, the Company shall acknowledge and respond to the Employee, Candidate, or Individual Contractor via email within two (2) working days and shall implement the request within fifteen (15) days, or within twenty (20) days where the involvement of a Personal Data Processor or a third party is required, from the date of receipt of such notice, except with respect to Personal Data specified in Article 10.2 of this Regulation or where otherwise provided by applicable law.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to fifteen (15) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable.

(vii) The Right to data provision

The Employee, Candidate, Individual contractor have the right to request the Company to provide his/her Personal Data for legitimate personal purposes, except as provided by law;

Upon receipt of a valid written request to provide Personal Data, the Company shall notify the Employee, Candidate, Individual contractor of (i) the term, location, and form of Personal Data provision; (ii) costs for printing, photocopying, and delivery by post and fax (if any); and (iii) the method and term of payment of such costs; and

Requests for the Provision of Personal Data must be submitted by Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, in writing using the form prescribed by the Company, duly signed by the relevant Data Subject, and sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise provided by applicable law. In such case, the request recording the Employee's, Candidate's, or Individual Contractor's request

for the provision of Personal Data shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of a request for the provision of Personal Data from an Employee, Candidate, or Individual Contractor, the Company shall acknowledge and respond to such request via email within two (2) working days and shall comply with the request as soon as reasonably practicable, but no later than ten (10) days, or fifteen (15) days where the involvement of a Personal Data Processor or a third party is required, from the date of receipt of the request or as otherwise prescribed by applicable law.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to ten (10) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable.

Where the Company assists an Employee, Candidate, or Individual Contractor in obtaining Personal Data held by the Company, the Company may request additional documents or information for verification purposes. Employees, Candidates, and Individual Contractors shall be responsible for the accuracy and completeness of the information and data provided to the Company in connection with such request.

Where the request cannot be fulfilled for legitimate reasons, the Company shall notify the Employee, Candidate, or Individual Contractor accordingly.

(viii) The Right To Object To Processing Of Personal Data

Employees, Candidates, and Individual Contractors shall have the right to object to the processing of their Personal Data.

Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, may exercise their right to object to the processing of their Personal Data by submitting to the Company a written notice, in the form prescribed by the Company and duly signed by the relevant Data Subject, which shall be sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise provided by applicable law. In such case, the notice recording the Employee's, Candidate's, or Individual

Contractor's objection to the processing of Personal Data shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of a valid notice of objection to the processing of Personal Data in accordance with this Regulation, the Company shall respond within two (2) working days and shall process the request within fifteen (15) days, or within twenty (20) days where the involvement of a Personal Data Processor or a third party is required, from the date of receipt of such notice, except with respect to Personal Data specified in Article 10.2 of this Regulation or where otherwise provided by applicable law.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to fifteen (15) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable.

(ix) The Right To Complain, Denounce, And Initiate Lawsuits

The Employee, Candidate, Individual contractor shall be entitled to file complaints or denunciations or initiate lawsuits in accordance with the provisions of the law.

(x) The Right To Claim Compensation

Employees, Candidates, and Individual Contractors shall have the right to claim compensation for actual damages in accordance with applicable law where a violation of the regulations on the protection of their Personal Data occurs due to the fault of the Company, unless otherwise agreed by the parties or provided by applicable law.

(xi) Right to Request the Implementation of Measures and Solutions for the Protection of Personal Data in Accordance with Applicable Law

Employees, Candidates, and Individual Contractors shall have the right to request the Company to implement measures and solutions for the protection of their Personal Data in accordance with applicable law.

Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, may request the Company to implement measures and solutions for the protection of their Personal Data by submitting to the Company a written notice, in the form

prescribed by the Company and duly signed by the relevant Data Subject, which shall be sent to the Company's Personal Data Protection Department via email at vietnam_dpo@greenyellow.com, unless otherwise provided by applicable law. In such case, the notice recording the request for the implementation of measures and solutions for the protection of Personal Data shall form an integral part of the Personal Data Processing Agreement entered into with the Company.

Upon receipt of a valid notice requesting the implementation of measures and solutions for the protection of Personal Data in accordance with this Regulation, the Company shall respond within two (2) working days and shall implement the requested measures and solutions within fifteen (15) days from the date of receipt of such notice.

Where a request is of such nature or complexity that additional processing time is required, the Company may extend the processing period once for up to fifteen (15) additional days and shall notify the Employee, Candidate, or Individual Contractor of the reasons for such extension. The Company shall be responsible for demonstrating that such extension is necessary and reasonable.

In the case that the Employee, Candidate, Individual contractor exercise the aforementioned rights, including but not limited to refusing to accept the terms, withdrawing consent, or any request or activity that restricts the processing of his/her Personal Data, such requests or activities may, as the case may be, make the payment of salaries, bonuses or benefits to the Employee, Candidate, Individual contractor, use of site features on the Company's electronic devices, applications or devices or other related rights of the Employee, Candidate, Individual contractor affected, interrupted, limited, restrict, suspend, cancel, prevent, or prohibit. The Employee, Candidate, Individual contractor agree that the Company shall not be liable to him/her for any loss or damage incurred in connection with such limitation, restriction, suspension, cancellation, suppression, or prohibition.

The Company shall, by reasonable endeavors, comply with a lawful and valid request from an Employee, Candidate, Individual contractor, Other Individuals within the time required by law. For the avoidance of doubt, the Company reserves the right to refuse to comply with the Employee, Candidate, Individual contractor, Other Individuals's requests in certain circumstances, including but not limited to: (i) The Employee, Candidate, Individual contractor, Other Individuals fail to comply with the order and procedures instructed by the Company; (ii) The Employee, Candidate, Individual

contractor, Other Individuals fail to provide or provides insufficient documents to verify the revised information; or (iii) where the Company assesses signs of fraud or breach of the Employee, Candidate, Individual contractor, Other Individuals's Personal Data protection; or (iv) The provisions of law do not permit the fulfillment of the Employee, Candidate, Individual contractor's request. In such cases, the Company reserves its lawful rights and remedies. Accordingly, the Company shall not be liable to the Employee, Candidate, Individual contractor for any loss incurred, and the lawful rights of the Company shall be expressly reserved to limit, restrict, suspend, cancel, or prevent such Personal Data.

8.2 In terms of the Personal Data, the Employee, Candidate, Individual contractor have the following obligations:

- (i) To self-protect his/her Personal Data and request other relevant organizations, and individuals to protect his/her Personal Data in accordance with the applicable laws;
- (ii) To respect, protect, and refrain from intruding, unlawfully using the Personal Data of others;
- (iii) To cooperate and provide full, accurate Personal Data to the Company when consenting to allow the processing of his/her Personal Data by the Company or a third party (including but not limited to information about dependents, related individuals as stipulated by law, spouse, children and/or parents and/or guardians, friends, beneficiaries, authorized persons, partners, contact persons in emergencies, or other individuals of the Employee, Candidate, Individual contractor) or as required by law.

The Employee, Candidate, Individual contractor represents, warrants, and undertakes that when providing his/her Personal Data of a third party to the Company, she/he has fully provided information, and obtained the legal consent/approval of such third party for the Company to process his/her Personal Data for the purposes specified in Article 6 hereof. The Employee, Candidate, Individual contractor agrees that the Company shall not be liable for assessing the legality, and validity of this consent/approval, and he/she shall be obliged to store the supporting evidence. The Company reserves the right to waive any liabilities, and the right to claim compensation for any damages or

relevant costs suffered as a result of the Employee, Candidate, Individual contractor, Other Individuals's fault.

- (iv) To comply with the provisions of the law on the protection of Personal Data and participate in preventing and combating violations of Policies on Personal Data protection.

8.3. Employees, Candidates, and Individual Contractors, in exercising their rights and performing their obligations under this Regulation, shall fully comply with the following principles:

- (i) To act in accordance with applicable law and comply with the obligations of Employees, Candidates, and Individual Contractors, in their capacity as Data Subjects, under this Regulation, the Personal Data Processing Agreement, and any other applicable agreements (if any). The exercise of rights and performance of obligations by Employees, Candidates, and Individual Contractors as Data Subjects shall be for the purpose of protecting their own lawful rights and interests;
- (ii) Not to cause difficulties for, obstruct, or interfere with the exercise of the lawful rights and obligations of the Company or any Personal Data Processor;
- (iii) Not to infringe upon the lawful rights and interests of the State, the Company, or any other agencies, organizations, or individuals.

8.4. In relation to the Personal Data of Children provided to the Company by an Employee, where such Employee is the legal representative of the Child, the Employee shall be responsible for exercising, on behalf of the Child, the rights of a Data Subject referred to in this Article.

ARTICLE 9: RIGHTS AND OBLIGATIONS OF CUSTOMERS WHEN PROVIDING PERSONAL DATA OF OTHER INDIVIDUALS TO THE COMPANY

9.1 In relation to Personal Data of Other Individuals, the Customer shall have the following rights:

- (i) The right to request correction of Personal Data of Other Individuals;

- (ii) The right to request deletion, destruction, restriction of processing, or cessation of processing of the Personal Data of Other Individuals.

9.2. In relation to Personal Data of Other Individuals, the Customer shall have the following obligations:

- (i) To cooperate and ensure the provision of complete information and obtain the lawful consent/approval of such Other Individuals for the Company to process their Personal Data for the purposes set out in Article 6 of this Regulation. The Customer agrees that the Company shall have no responsibility to verify the legality or validity of such consent/approval, and that the retention of evidence substantiating such consent/approval shall be the Customer's responsibility. The Company shall be released from liability and shall be entitled to claim compensation for any losses, damages, or related costs incurred as a result of the Customer's failure to comply with this provision;
- (ii) To comply with applicable laws on personal data protection and participate in the prevention and combating of activities that infringe upon Personal Data.

ARTICLE 10 : PERSONAL DATA PROTECTION

10.1 The Company undertakes that, by its highest reasonable resources and efforts, the processing and protection of the Employee, Candidate, Individual contractor's Personal Data shall, at all times, be given the highest priority by the Company, in order to ensure the highest safety, confidentiality, and the Employee, Candidate, Individual contractor's legitimate rights as required by law. 10.2 Both Parties hereby agree that the Internet system, electronic information networks, and information technology environment shall not be a secure environment, whereby, the transmission and sharing of the Employee, Candidate, Individual contractor's Personal Data may have potential risks, so the Employee, Candidate, Individual contractor agrees that the Company shall not guarantee that the Employee, Candidate, Individual contractor's Personal Data shall be secured at all times.

10.3 In order to protect Personal Data, the Company shall implement the following measures to prevent and minimize possible risks, including but not limited to:

- (i) To carry out impact assessments on the processing of Personal Data in accordance with the law and to complete other administrative procedures as required by applicable law.

- (ii) To implement appropriate technical, managerial, and security measures within the Company to protect Personal Data, and to periodically review, inspect, and update such measures as necessary;
- (iii) To designate a department or personnel with appropriate qualifications and capabilities for Personal Data protection, or engage organizations or individuals providing Personal Data protection services in accordance with applicable law;
- (iv) To organize propaganda and training for Employees, Candidates, Individual contractors and managers in the Company responsible for processing and applying necessary measures to protect Personal Data;
- (v) To only establish contractual relationships with personal data processing third parties that have security infrastructure, systems, and personal data protection commitments in accordance with Policies and standards of law. The Company shall transfer Personal Data to Personal Data Processors only within the permitted scope of processing and for purposes consistent with this Regulation;
- (vi) To commit not to exchange, or rent the Employee, Candidate, Individual contractor's Personal Data without his/her consent, or sell the Employee, Candidate, Individual contractor's Personal Data in any form;
- (vii) To strictly comply with the application of Personal Data protection; and
- (viii) The Company shall, by all reasonable and necessary endeavors, conduct an assessment of the possible consequences and by itself or request the Third Party to provide the data protection services contracted by the Company to handle and remedy the problems and consequences as quickly as possible.

ARTICLE 11: RIGHTS OF THE COMPANY

11.1 Rights that require the Employee, Candidate, Individual contractor's consent

The Company shall be entitled to carry out the processing of the Employee, Candidate, Individual contractor's Personal Data from the time of validity obtaining the Employee, Candidate, Individual contractor's information and it must obtain the Employee, Candidate, Individual contractor's written consent to the processing thereof, except for the case specified in Article 10.2 hereof, and as required by law.

11.2 Rights without the Employee, Candidate, Individual contractor's consent

The Company shall be entitled to process Employee, Candidate, Individual contractor's Personal Data without his/her consent in the following cases:

- (i) For the purpose of protecting the life, health, honor, dignity, rights, and lawful interests of Employees, Candidates, or Individual Contractors in their capacity as Data Subjects, or of other individuals in emergency situations; and where necessary to protect the lawful rights or interests of other persons, the State, or the Company against acts infringing upon such rights or interests;
- (ii) For the purpose of addressing emergency situations; responding to threats to national security that have not yet reached the level requiring the declaration of a state of emergency; preventing and combating riots, terrorism, crimes, and violations of law;
- (iii) For the purpose of serving the operations of state authorities and state management activities in accordance with applicable law;
- (iv) For the performance of agreements between Employees, Candidates, or Individual Contractors and the Company and/or with relevant agencies, organizations, or individuals in accordance with applicable law;
- (v) In any other circumstances as provided by applicable law.

11.3. Right to Process Personal Data of Other Individuals Provided by Customers

The Company shall have the right to process the Personal Data of Other Individuals provided by Customers for the purposes set out in Article 6 of this Policy. Customers shall ensure that they have obtained the lawful consent and/or authorization of such Other Individuals and shall be solely responsible for the legality and validity of such consent and/or authorization.

ARTICLE 12: PROVISION OF PERSONAL DATA TO THIRD PARTIES

The Company shall be entitled to process and provide the Employee, Candidate, Individual contractor's Personal Data to banks, medical facilities, partners, organizations, and other agencies including foreign government agencies (if any) for the purposes set out in Article 6 hereof, including but not limited to the Company's branches, representative offices, employees; member companies, affiliated companies, subsidiaries/parent companies, organizations, partners related to or having a cooperative relationship with the Company; organizations, partners, contractors/subcontractors to support and provide services to the Company; auditing organizations, or individuals, agencies or entities to which the Company must provide information in accordance with (i) legal obligations, or (ii) provisions of law, or (iii) requests of regulatory agencies or authorities, provided that such disclosure of Personal Data is lawful.

ARTICLE 13: VIOLATIONS AND HANDLING OF VIOLATION

13.1 If any person is in violation of any obligations on protection of the Employee, Candidate, Individual contractor's Personal Data set forth herein, such violation shall be deemed a violation of the Policies on personal data protection, and he/she shall be handled in accordance with the Labor Code, the applicable Policies on processing and protection of Personal Data.

13.2 The person who commits the violation shall pay monetary compensation for actual damages, costs, losses, and legal proceedings costs (including but not limited to attorney fees) incurred by the Company as a result of such person's violation.

ARTICLE 14: ENFORCEMENT PROVISIONS

14.1. The Company's General Director shall be liable for performing and organizing the implementation of this Policy throughout the Company.

14.2. This Regulation shall be provided to Employees, Candidates, and Individual Contractors at the time of execution of the Personal Data Processing Agreement, and to Customers prior to the execution of any contract or agreement. This Regulation shall also be disseminated and publicly disclosed in accordance with the Company's internal regulations and in compliance with the applicable laws on Personal Data protection.

ARTICLE 15: GENERAL PROVISIONS

- 15.1 This Policy consists of fourteen (15) Articles, and takes effect from the date of its signing and approval by the General Director.15.2 Any definitions, provisions, or matters not provided for in this Regulation shall be governed by and interpreted in accordance with applicable law.
- 15.3. The Company shall be entitled to amend, update, or modify the terms of this Policy, and General Conditions on the protection of Personal Data from time to time. Notification of any amendments, updates, or modifications shall be updated, posted on the Company's internal information page, and/or shall be notified to the entire the Employee, Candidate, Individual contractor by other means as the Company deems appropriate.
- 15.3 All members of the Board of Directors, personnel and employees of the Company shall be obliged to strictly comply with this Policy.

GREENYELLOW VIETNAM LIMITED LIABILITY
COMPANY



NGUYEN XUAN THANG
General Director