LOGO

DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter referred to as “**Agreement**”) is executed at <Insert the address> on <DD/MM/YYYY> effective from <DD/MM/YYYY>.

BETWEEN on the one hand:

Xxxxxxxxxx Company Limited,a limited company organized and existing under the laws of Thailand with registration No. Xxxxxxxxxx and with its principal registered address at Xxxxxxxxxx Thailand (hereinafter referred to as “**Data Controller**”or the “Xxxxxxxxxx”)

and on the other:

<XXXX Company Limited,> a limited company organized and existing under the laws of Thailand with registration No.<Insert the Company’s registration No.> with its principal registered address at <Insert the Company’s registered address> (hereinafter referred to as “**Data Processor**” or the “**Company**”).

**NOW THEREFORE**, the parties hereby agree as follows:

1. **Purposes**

The Xxxxxxxxxx has contacted and/or hired the Company to  . In this regard, the Xxxxxxxxxx may be required to disclose relevant Personal Data (defined below) concerning the operational objectives as specified in Annex 1 to the Company. The Xxxxxxxxxx therefore requires the Company retain such Person Data in accordance with security standard pursuant to laws and regulations, both now and in the future.

1. **Personal Data**

“**Personal Data**” means any information relating to a person which enables the identification of such person, whether directly or indirectly, but not including the information of deceased persons in particular.

1. **Processing of Personal Data**

“**Processing**”, as contemplated in this Agreement, means the collecting, using and/or disclosing of Personal Data. The Company hereby agrees to process Personal Data in keeping with the following terms and condition:

* 1. the Processing of Personal Data as specified under Clause 1;
  2. the Company shall not disclose Personal Data to third party, except for where it is to disclose such Personal Data to Data Processor’s employees or staff directly responsible for the objectives specified under Clause 1;
  3. the Company shall retain Personal Data in place, system or database with access restricted for responsible persons;
  4. the Company shall not duplicate Personal Data in whole or in part, except for where it is to duplicate Personal Data so as to achieve the objectives specified under Clause 1;
  5. the Company shall return Personal Data as well as copy of such Personal Data (if any) to the Xxxxxxxxxx within the period of seven (7) days from the termination of this Agreement or from the date on which the Xxxxxxxxxx gives a written notice to the Company to return or destroy such Personal Data or such copy;
  6. the Company shall destroy Personal Data following the achieving of the objectives specified under Clause 1, the expiration of this Agreement or after the Xxxxxxxxxx gives a written notice to Data Processor pursuant to methods set out by the Xxxxxxxxxx ;
  7. Data Processor shall notify the Xxxxxxxxxx immediately or no later than twenty-four (24) hours following the discovery of any identified or potential breach of personal data;
  8. should any action of Data Processor cause damage to or dispute against the Xxxxxxxxxx , the Company shall be liable for the entire damage caused by Data Processor;
  9. the Company shall supervise the performance of its employees, staff, representative and/or contractor pursuant to directions and measures set out by the Xxxxxxxxxx and shall record activities of Processing Personal Data as prescribed by law, both at present and in the future; and
  10. the Company shall immediately inform the Xxxxxxxxxx in the event of transfer, merger or acquisition or other actions that result in changes to the Company’s corporate powers; under such circumstances, this Agreement shall remain in effect and remain binding the assignee.

This Agreement is executed in two (2) originals, each with equal tenor and effect and together shall constitute one and the same Agreement. The parties to this Agreement having read and understood the entire substance of to this Agreement hereby sign their names and stamp their seals (if any) in the presence of witnesses.

|  |
| --- |
| Xxxxxxxxxx Company Limited |
| Signature ( ) Position  Witness    ( ) |

|  |
| --- |
| <XXXX Company Limited> |
| Signature ( ) Position  Witness    ( ) |

**ANNEX 1**

**Processing of Personal Data**

Details concerning this Data Processing Agreement:

Procure consulting services for readiness assessment of Personal Data Protection laws and regulations compliance

Purposes of Personal Data Processing:

1. To survey Personal Data collected and retained by the Company; and
2. to assess the readiness and provide advice concerning the retention of Personal Data.

Categories of Personal Data

Personal Data

1. Personal Data, namely, given name, family name, face portrait, portrait and signature;
2. Contact information, namely, address, email address and phone number; and
3. Government documents, namely, copy of national Identification card and copy of civil registration from the Government registration database.

Sensitive Personal Data

1. Biometric Data, namely, fingerprint multimodal Identifications; and
2. Health Data, namely, medical certificate.