



Data Processing Agreement



<https://www.dtn-e.com/>



Table of Contents

1. Introductory Clauses	3
1.1. Parties Involved	3
1.2. Purpose	3
1.3. Definitions	3
2. General Data Protection Obligations	4
2.1. Compliance with Laws	4
2.2. Processing Instructions	4
2.3. Confidentiality	4
2.4. Data Subject Rights	4
3. Security Measures	4
3.1. Technical and Organizational Measures	4
3.2. Data Breach Notification	4
4. International Data Transfers	5
4.1. Cross-Border Transfers	5
4.2. Transfer Impact Assessments	5
5. Sub-Processing	5
5.1. Use of Sub-Processors	5
5.2. Contractual Requirements for Sub-Processors	5
6. Audits and Compliance	5
6.1. Audit Rights	5
6.2. Documentation	5
7. Data Retention and Deletion	6
7.1. Data Retention Policy	6
7.2. Deletion or Return of Data	6
8. Liability and Indemnification	6
8.1. Liability	6
8.2. Indemnification	6
9. Governing Law and Jurisdiction	6
9.1. Governing Law	6
9.2. Dispute Resolution	6
10. Additional Jurisdiction-Specific Addendums	6



11. Your Signature	7
Annex A: GDPR/UK GDPR Compliance Provisions.....	8
Annex B: CCPA Compliance Provisions.....	9
Annex C: Data Protection Provisions for APAC Countries.....	10
Annex D: Standard Contractual Clauses (SCCs) or UK Addendum for International Transfers.....	11
Annex E: Additional Requirements for Cross-Border Transfers (e.g., APEC Cross-Border Privacy Rules).....	12



This Data Processing Agreement (DPA) is made and entered into by and between:

- **Data Controller:** [Customer's Company Name], with its principal place of business at [Customer's Address] ("Data Controller")
- **Data Processor:** DTN Software Solutions, with its principal place of business at B12B-02, Vinhomes Gardenia, Ham Nghi, Nam Tu Liem, Ha Noi, Vietnam ("Data Processor")

Effective Date: [Date]

1. Introductory Clauses

1.1. Parties Involved

This DPA outlines the data protection obligations and responsibilities between the Data Controller and the Data Processor with respect to the processing of personal data.

1.2. Purpose

The purpose of this DPA is to ensure compliance with applicable data protection laws regarding the processing of personal data as outlined in the agreement between the Data Controller and the Data Processor.

1.3. Definitions

Definitions of key terms such as "personal data," "processing," "data subject," "sub-processor," "data breach," etc., are as follows:

Personal Data: Any information relating to an identified or identifiable natural person (referred to as a "data subject"). An identifiable person is one who can be identified, directly or indirectly, through information such as a name, identification number, location data, online identifier, or factors specific to physical, physiological, genetic, mental, economic, cultural, or social identity.

Processing: Any operation or set of operations performed on personal data, whether by automated or manual means. This includes collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, transmitting, disseminating, aligning, combining, restricting, erasing, or destroying the data.

Data Subject: The individual to whom personal data relates. This is the person whose data is being processed. Under GDPR, data subjects have rights regarding the protection and management of their personal data.

Sub-Processor: A third party engaged by a data processor to carry out specific processing activities on behalf of the controller. The sub-processor has a contractual obligation to process personal data in compliance with the controller's instructions and relevant data protection laws.



Data Breach: A security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed. Organizations are required to notify data breaches to supervisory authorities and, in certain cases, to the affected data subjects.

2. General Data Protection Obligations

2.1. Compliance with Laws

Both parties agree to comply with all applicable data protection laws, including but not limited to GDPR, UK GDPR, CCPA, PDPA, etc.

2.2. Processing Instructions

The Data Processor shall process personal data only on the documented instructions of the Data Controller, except where required by law.

2.3. Confidentiality

The Data Processor shall ensure that all personnel involved in processing personal data are bound by confidentiality obligations.

2.4. Data Subject Rights

Both parties will cooperate to ensure compliance with data subject rights, including access, correction, deletion, and objection.

3. Security Measures

3.1. Technical and Organizational Measures

The Data Processor shall implement appropriate technical and organizational measures to ensure the security of personal data, including data encryption, pseudonymization, access controls, and incident response plans.

3.2. Data Breach Notification

The Data Processor must notify the Data Controller without undue delay, and in any case within 72 hours, upon becoming aware of a data breach.



4. International Data Transfers

4.1. Cross-Border Transfers

Personal data shall not be transferred outside the jurisdiction of origin without appropriate safeguards. The Data Processor shall use Standard Contractual Clauses (SCCs), the UK Addendum, or other recognized mechanisms.

4.2. Transfer Impact Assessments

Before any international data transfer, the Data Processor shall conduct a transfer impact assessment to ensure adequate protection.

5. Sub-Processing

5.1. Use of Sub-Processors

The Data Processor may use sub-processors but must obtain prior authorization from the Data Controller. The Data Processor shall ensure that sub-processors comply with the same data protection obligations.

5.2. Contractual Requirements for Sub-Processors

All sub-processing agreements must mirror the requirements set forth in this DPA.

6. Audits and Compliance

6.1. Audit Rights

The Data Controller has the right to audit the Data Processor's compliance with this DPA, subject to reasonable notice and not more than once per year.

6.2. Documentation

The Data Processor shall maintain records of processing activities and provide them to the Data Controller upon request.



7. Data Retention and Deletion

7.1. Data Retention Policy

Personal data shall be retained only as long as necessary for the agreed processing activities or as required by law.

7.2. Deletion or Return of Data

Upon termination of services, personal data must be returned or securely destroyed as directed by the Data Controller.

8. Liability and Indemnification

8.1. Liability

The Data Processor's liability for data breaches or non-compliance is limited, except in cases of gross negligence or willful misconduct.

8.2. Indemnification

The Data Processor shall indemnify the Data Controller for fines, penalties, or damages resulting from breaches of this DPA or applicable data protection laws.

9. Governing Law and Jurisdiction

9.1. Governing Law

This DPA shall be governed by the laws of Vietnam.

9.2. Dispute Resolution

Any disputes arising under this DPA shall be resolved through arbitration in Hanoi, Vietnam, in accordance with the rules of the Vietnam International Arbitration Center (VIAC).

10. Additional Jurisdiction-Specific Addendums

10.1. Annex A: GDPR/UK GDPR Compliance Provisions

10.2. Annex B: CCPA Compliance Provisions

10.3. Annex C: Data Protection Provisions for APAC Countries

10.4. Annex D: Standard Contractual Clauses (SCCs) or UK Addendum for International Transfers

10.5. Annex E: Additional Requirements for Cross-Border Transfers (e.g., APEC Cross-Border Privacy Rules)



11. Your Signature

<p>On behalf of the Data Controller</p> <p>Name:</p> <p>Position:</p> <p>Telephone:</p> <p>Email:</p> <hr/> <p>Your signature</p>	<p>On behalf of the Data Processor</p> <p>Name: Nguyen Duc Tien</p> <p>Position: Chief Executive Officer</p> <p>Phone: +84 24 66805675</p> <p>E-mail: tony@dtm.com.vn</p>  <hr/> <p>Your signature</p>
---	---



Annex A: GDPR/UK GDPR Compliance Provisions

1. Data Processing Details

- **Categories of Data:** Personal identification data (e.g., names, addresses, email addresses), financial data (e.g., payment details), usage data (e.g., website interactions, transaction history).
- **Data Subjects:** Customers, employees, and suppliers.
- **Processing Activities:** Data collection for transaction processing, customer support, marketing, analytics, and compliance with legal obligations.

2. Data Protection Officer (DPO) Contact Information

- **DPO Details:** Not appointed at this time.

3. Data Protection Impact Assessments (DPIAs)

- **DPIA Requirement:** A DPIA will be conducted for processing activities that present a high risk to data subjects' rights and freedoms, particularly when introducing new technologies or processing sensitive data.

4. Data Subject Rights

- **Assistance with Rights:** The Data Processor will assist the Data Controller in responding to data subject requests for access, rectification, erasure, restriction of processing, and objection to processing.

5. GDPR/UK GDPR-Specific Requirements

- **Data Processing Agreement:** This DPA complies with GDPR/UK GDPR requirements, including ensuring appropriate technical and organizational measures.
- **Record-Keeping:** The Data Processor maintains records of processing activities in accordance with GDPR/UK GDPR requirements.



Annex B: CCPA Compliance Provisions

1. Categories of Personal Information

- **Information Types:** Identifiers (e.g., names, email addresses), commercial information (e.g., purchase history), internet activity (e.g., browsing history).

2. Consumer Rights

- **Rights Description:** Under CCPA, consumers have the right to access their personal information, request deletion of their information, and opt-out of the sale of their personal information.

3. Do Not Sell My Personal Information

- **Opt-Out Mechanism:** Consumers can opt-out of the sale of their personal information by contacting us at sales@dtm.com.vn

4. CCPA-Specific Requirements

- **Training:** Staff will receive training on CCPA compliance and handling consumer requests.
- **Non-Discrimination:** The Data Controller will not discriminate against consumers for exercising their CCPA rights.



Annex C: Data Protection Provisions for APAC Countries

1. Local Data Protection Laws

- **Overview:** Compliance with the Personal Data Protection Act (PDPA) in Singapore, Privacy Act in Australia, and other relevant APAC data protection laws.

2. Specific Requirements

- **Consent:** Obtain consent for collecting and processing personal data where required by local laws.
- **Data Breach Notification:** Notify the relevant authorities and affected individuals in accordance with APAC data breach notification requirements.

3. Cross-Border Data Transfers

- **Mechanisms:** Implement measures such as APEC Cross-Border Privacy Rules (CBPR) or other recognized mechanisms to ensure adequate protection for cross-border data transfers.



Annex D: Standard Contractual Clauses (SCCs) or UK Addendum for International Transfers

1. Standard Contractual Clauses (SCCs)

- **Clauses:** The Data Processor will adhere to the Standard Contractual Clauses as prescribed by the European Commission for transfers outside the EU.

2. UK Addendum

- **Addendum Text:** The Data Processor will comply with the UK Addendum for international transfers involving the UK.

3. Other Mechanisms

- **Alternative Transfers:** Where SCCs or the UK Addendum are not used, other approved transfer mechanisms will be employed to ensure adequate protection.



Annex E: Additional Requirements for Cross-Border Transfers

1. APEC Cross-Border Privacy Rules (CBPR)

- **Compliance:** The Data Processor will adhere to the APEC Cross-Border Privacy Rules for transfers involving APAC countries.

2. Binding Corporate Rules (BCRs)

- **BCR Details:** Where applicable, the Data Processor will comply with Binding Corporate Rules for intra-group data transfers.

3. Other Jurisdiction-Specific Mechanisms

- **Additional Mechanisms:** Implement any additional requirements for cross-border data transfers as mandated by specific jurisdictions.