

General Business Conditions for Privacy Impact Assessment

Related Parties:

Service Receiver (as stated in page with signature)
(hereinafter referred to as the **Client**)

DQS Management Systems Solutions (HK) Ltd
(hereinafter referred to as the **Provider**)

1. Purpose and Scope of the Service

- 1.1 The Provider will provide personal data **Privacy Impact Assessment** (or **PIA** hereinafter) Service, according to the requested and agreed service scope, to analyze a program's impact on individuals' information privacy.
- 1.2 The assessment will address the privacy, confidentiality and security issues associated with the processing of personal data, against the principles of the **selected** regulations associated with personal data protection, to the extent possible by the assigned service personnel with reasonable efforts.
- 1.3 The service includes:
 - (a) identification of assessment scope,
 - (b) personal data flow analysis,
 - (c) privacy analysis,
 - (d) identification of privacy risks,
 - (e) conclusions, and
 - (f) an assessment report, covering above items.
- 1.4 If the service personnel provide any information out of above stated service scope, according to the requests by the Client or out of goodwill, such information shall be treated as reference only and doesn't constitute an outcome of this service.

2. Obligations

- 2.1 The Client authorizes the Provider to conduct analyses on the operations and systems designated by the Client, in accordance with this agreement.
- 2.2 Upon request, the Client agrees to provide the required authorizations and information, including those from any third parties, to enable the Provider to carry out the service.
- 2.3 The Client understands that the assessment will involve access to data and systems accessible via the Client's systems and there is a risk that the service may result in unintentional damage, loss, modification or impairment of these data and systems.
- 2.4 The Client warrants to the Provider that the requested service:
 - a) is not against any law or regulation applicable to the Client or its systems, and
 - b) has no harm to the interest of any other party.
- 2.5 The Client agrees that the Provider can exclude an activity in the service, which the Provider is not convinced lawful or of no harm to the interest of another party.
- 2.6 The Client shall notify affected parties, such as employees and customers, as applicable, that the assessment and that their activities in the systems may be monitored during the assessment.

- 2.7 The Client agrees to notify the Provider immediately if there is any period during the assessment when the Provider shall stop assessing, such as due to impact to critical business processes or to other parties.
- 2.8 The Client agrees that the Provider may assign subcontractor(s) to carry out the service.
- 2.9 Addressing the inherent risks from the PIA, the Client agrees to ensure that:
- (a) the data and systems accessible via the Client's systems are backed up regularly and right before the scheduled assessment service; and
 - (b) the back-ups can be promptly restored to the systems, when required.
- 2.10 The Client will make invalid the credentials provided to the Provider, right after receiving the PIA report after assessment, to prevent unauthorized access afterwards.
- 2.11 The Client agrees not to get PIA or information security service directly from the Provider's assigned personnel or subcontractors for this service, during the service period and in the following two years after completion of this service, unless otherwise agreed by the Provider in writing in advance.

3. Limitation

- 3.1 The Client understands that the PIA Service:
- a) may not identify all true risks within the Client's operations or systems,
 - b) is limited to an assessment of the current state of the Client's environment.
- 3.2 The Client agrees to make own evaluation on the information and any findings provided by the Provider and on the appropriateness for any action on the basis of such information and findings.

4. Confidentiality

- 4.1 The provided information shall be used only for the purpose of the required service.
- 4.2 Neither party shall disclose or permit its employees, agents and sub-contractors to disclose any Confidential Information of the counterparty to any other parties, unless otherwise agreed in writing in advance or required by laws or regulations. This obligation also applies after termination of this contract.
- 4.3 For the purpose of this service, the information provided by the Client will be provided to the Provider's subcontractor(s) carrying out the service for the Client. The Provider requires equivalent confidentiality terms with such subcontractor(s).

5. Service Fee

- 5.1 Unless otherwise specified in writing, the Client shall pay the service fee to the bank account designated by the Provider, within 7 days after receiving the invoice from the Provider.
- 5.2 If the Client fails to pay any service fee when due, the Provider, at its discretion, may enforce its rights or pursue remedies to collect or recover any outstanding amount. the Provider is entitled to employ agents or service providers for such purposes. The Client is required to indemnify and reimburse the Provider for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by the Provider for such purposes.

6. For the privacy related information provided to the Provider, the Client understands and agrees with the Provider's Privacy Policy posted at the webpage of <https://www.dqsglobal.com/en-hk/legal-aspects/privacy-policy/>.

7. Liability

- 7.1 The Client will indemnify the Provider against all claims, cost, loss or liability which may arise from:
- a) carrying out the service requested by the Client, or
 - b) the Client's subsequent actions on the basis of the information and findings from the service.

7.2 The direct and indirect compensation in total to either party, due to the fault of the counterparty, will not exceed the amount of the agreed service fee. The potential costs and expenses defined in Clause 5.2 is excluded from it.

8. Validity of Contract

8.1 The contract shall take effect after being signed by the authorized representatives of both parties and stamped with the Provider's seal, on this contract or a quotation with reference to this contract.

8.2 This contract replaces any formerly agreed contract or terms, orally or in writing, between both parties, when applicable.

8.3 If a party materially breaches the agreement and does not remedy that breach within 7 days of receiving a notice to do so, then the other party may cancel the affected service, in whole or in part.

8.4 The contract will end after the required service is completed and the service fee is fully received by the Provider.

8.5 The termination of this contract, no matter in which way, shall neither affect any liability of either party constituted before the termination, nor reduce any service fees that shall be paid by the Client to the Provider.

9. Disputes

The dispute related to this contract is subject to friendly negotiation by both parties. If the negotiation fails, both parties agree that the dispute will be resolved according to the applicable laws in Hong Kong.