

INTRODUCTION

Throughout our 14 years of operation, SPIRAL has never encountered any incidents related to information security. We fully understand the importance of committing to information security throughout the project execution for our clients. One of the prerequisite criteria we prioritize, alongside service quality, is a dedicated commitment to information security in a professional manner.

Knowing that “**Client Assets - Confidential Information**” including: Employee information; Scheme, Salary; Store list; Store Profile; Sales Database; Audit data; Reports; Proposal; Customer lists and business; Marketing; Strategic; Technical or financial information...

INTEGRITY FIRST

We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make,

1. Data Confidentiality

- a. SPIRAL shall not disclose or divulge the Confidential Information to any third party without the prior written consent of CLIENT.

If SPIRAL discloses information to a third party (according to consent received from CLIENT) that out of the purpose of Contract, then SPIRAL must ensure that the third party shall be bounded to keep the information confidential by terms similar to those of this Confidentiality.

- b. SPIRAL may disclose the Confidential Information only to its Representatives to the extent required for the Business Activity.
- c. SPIRAL shall maintain the Confidential Information in a secure manner, protect the Confidential Information in the same/similar manner as it protects its own confidential information of a like nature, and use reasonable care and commercially reasonable methods to do so.
- d. SPIRAL shall not use the Confidential Information in any manner that is detrimental to CLIENT.
- e. SPIRAL shall immediately notify CLIENT of any breach of Data confidentiality and provide all reasonable assistance to CLIENT to investigate, remedy and minimize damages from such breach.
- f. SPIRAL shall not copy or reproduce Confidential Information in any form unless required for the Business Activity.

- g. SPIRAL must abide by the provisions on control of Information and products received from the CLIENT.

2. Personal Information Privacy

- a. SPIRAL shall ensure its staff and any sub-processor's staff (where applicable) processing the personal data have signed a confidentiality agreement or are otherwise bound by an obligation of confidentiality with respect to the processing of the personal data; only engage any sub-processors in connection with the processing of the personal data with prior written authorization from CLIENT; ensure that all sub-processors are subject to similar obligations and be fully liable to CLIENT for the performance of all sub-processors' data protection obligations as set out in this clause;

- b. Appointment of Personal Information Manager

SPIRAL shall appoint a personal information manager who will protect the information and respond to the privacy complaints from the information subjects; his/her duties include the following:

1. Overall privacy management
 2. Inspection of violations of privacy by the employees of SPIRAL or a third party
 3. Handling and supervision of complaints or feedback from users regarding privacy, and
 4. Handling of other matters regarding protection of user privacy
- c. The personal information manager shall be the officer of SPIRAL, or the head of the department which responds to the complaints from the information subject or handles the personal information.

SPIRAL shall appoint a personal information manager, notify the change thereof immediately, and keep the number of the managers to the minimum extent required for the business.

- d. SPIRAL will pursue the technical actions to secure and prevent the personal information handled through a computer from loss, theft, leakage or damage.
- e. When developing or maintaining a homepage, SPIRAL shall observe the Security Guide for Homepage Development (from the relevant Competent Authorities).
- f. SPIRAL shall neither damage or disclose the personal information of others which is processed or transmitted through a telecommunications network,

nor infringe, misappropriate, or leak the personal information of others who do not want it disclosed.

- g. The person who handles or handled the personal information for service provision shall not violate or leak the customer information known to him/her in the course of performing the duty.

3. Managerial Protection

- a. SPIRAL shall establish the procedures of access to and management of personal information, and have the relevant staff understand and follow them.
- b. When handling the personal information using a computer, SPIRAL shall appoint a person in charge who has access rights to the information, and grant him/her an ID and password. In this case, the password should be changed periodically. SPIRAL shall also rigorously manage the user ID and password provided by the Company to provide a service for the information subject.
- c. SPIRAL shall take the necessary action to identify the user when collecting or providing user information in order to provide a service for the information subject.

4. Mandatory Disclosure

If SPIRAL is required by laws, judicial or administrative request in accordance with laws, to disclose any of the Confidential Information, SPIRAL will make all reasonable efforts to notify Disclosing Party in writing before such disclosure so that Disclosing Party may consider and give its opinion on the intended disclosure and/or seek an appropriate protective measures to protect Confidential Information, limit or prevent the disclosure.

SPIRAL is obliged to disclose that portion of the Confidential Information which is legally required to be so disclosed by competent authorities and shall exercise best efforts to obtain assurance or protective orders that such Confidential Information will be accorded confidential treatment. The disclosure of Confidential Information under this provision does not affect the confidential nature of the information which has been disclosed.

5. Return or Destruction

Upon request of CLIENT or expiration/termination of the contract, SPIRAL shall, at CLIENT's option, promptly destroy or return all documentation containing Confidential Information (regardless of form) and certify such destruction or return in writing.