
**BINDING CORPORATE RULES
FOR THE TRANSFER OF PERSONAL DATA WITHIN COMPANIES
UNDER BTS GROUP**

dated

1 APRIL 2022

among

THE ENTITIES LISTED IN APPENDIX 1
as BCR Companies

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The BTS Group Binding Corporate Rules

Last Updated: 1 April 2022

1. Introduction

BTS Group is a multi-industry conglomerate that operates across 3 business platforms: MOVE, MIX and MATCH covering four main areas in Thailand and overseas, namely mass transit and transportation, media and advertising, property and real estate, and associated service businesses (e.g. e-payment and financial services, food and beverage and hospitality).

The MOVE platform is focused on the daily transportation of people, whether on rail, road or water, with a goal to accompany passengers for their full and seamless 'door-to-door' journey. The MIX platform is strengthened by a combination of "in house" data analytics and data science capabilities together with the Offline-to-Online (O2O) Solutions provided to clients across advertising, payment and logistics business platforms. The MATCH platform is where BTS Group cultivates strategic partnership by offering strategic partners with its own unique and proprietary MOVE and MIX to deliver enhanced reach and insights using a wide variety of different business models, such as revenue sharing or equity participation.

BTS Group is committed to protecting Personal Data which it Processes in the course of its business operations and activities. Compliance with Thailand's Data Protection Laws is of paramount importance to BTS Group's conduct of business and administration. Therefore, BTS Group has limited the use of Personal Data within its group only to the necessity of the functions and business activities of each business while still being able to enhance its capacity to offer better services as a group.

That is, BTS Group categorizes BCR Companies into 6 sub-groups based on the nature business and activities as to how they Process Personal Data in their business operations as further described in **Appendix 1** (*List of BCR Companies*).

In light of this, we would like to emphasize that the BTS Companies under Group A – Holding Group (as further described in **Appendix 1** (*List of BCR Companies*)) are holding companies in terms of Personal Data as they do not intentionally collect, use, and/or disclose customers' Personal Data in the course of the operation of their respective business. However, they may, from time to time, have access to customer's Personal Data, but only limited for the purposes of contract entering, communicating, auditing or other back-office functions.

The BTS Companies under Group B – Transit Group (as further described in **Appendix 1** (*List of BCR Companies*)) operate BTS sky train and other related transit and IT services, which could be considered as a major transportation and logistics infrastructure in Thailand. To uphold the standard of the privacy protection for the use of BTS sky train to public, we limit the collection, use and/or disclosure of BTS sky train's users' data to a minimum and in compliance with applicable laws.

BTS Group has continued to experiment and pivot the use of its quality and depth of data each Company under BTS Group possess using various targeting technologies to create new marketing channels for brands and seamless experience to end-consumers. Meanwhile, we will ensure that security measures and access controls are in place to protect your personal data.

2. Definitions

"**Binding Corporate Rules**" or "**Data Protection Policy for Intra-Group Cross-border Data Transfer**" (**BCR**) means Personal Data protection policies which are bound by a Data Controller or Data Processor established in Thailand for disclosure, sharing, transfer of Personal Data to another Data Controller or Data Processor also established in Thailand or in one or more third countries outside Thailand within the same group of undertakings, or group of businesses to jointly operate business or undertaking; in these BTS Group Binding Corporate Rules, references to the **BCR** shall mean this BCR created within BTS Group.

"**BCR Companies**" shall have a meaning given to it in section 3.1 hereunder.

"**Data Exporter**" shall have the meaning given to it in section 8.10 hereunder.

"**Data Importer**" shall have the meaning given to it in section 8.10 hereunder.

"**Data Protection Authority**" means a public authority established in Thailand that is responsible for monitoring the application of the PDPA, including but not limited to, Personal Data Protection Commission, Office of Personal Data Protection Commission, Expert Committee, any other competent official appointed under the PDPA.

"**Data Protection Laws**" means all laws, regulations, and other legal requirements including but not limited to the Personal Data Protection Act, B.E. 2562 (2019) and its sub-regulations (the "**PDPA**"), applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

"**Defaulting Party**" shall have a meaning given to it in section 8.8 hereunder.

"**Engaged Processor**" shall have the meaning given to it in section 8.9 hereunder.

"**Intra-group Agreement**" means the intra-group agreement that binds the BCR Companies to this BCR.

"**Main Company**" means BTS Group Holdings Plc.

"**Member of BTS Group**" means any corporation directly or indirectly controls, is controlled by, or is under common control with, the BCR Company. For such purposes, the term "**control**" (including the terms "**controlled by**", and "**under common control with**") shall mean possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise; such power may be evidenced by (but is not limited to) the rights (i) to exercise, directly or indirectly, of more than 25% of the voting rights attributable to the shares, (ii) to control over majority votes at shareholder meeting or (iii) to appoint or remove, directly or indirectly, a majority of the board of directors.

"**Process**" shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, cross-border transfer, alignment or combination, blocking, erasure or destruction.

In this BCR, the terms "**Personal Data**", "**Data Processor**", "**Data Subject**", and "**Data Controller**" are as defined in the Data Protection Laws.

"Sensitive Data" includes Personal Data relating to race, ethnicity, political opinions, cult, religious or philosophical beliefs, sexual behaviors, criminal history, health data, trade union data, genetic data, biometric data, or other data which affects a Data Subject in a similar manner which will later be specified by the Personal Data Protection Commission.

For the purpose of this BCR, **"BTS Group"** means **"BCR Companies"**.

"BCR Company Staff" mean employees, independent contractors, outsourced workers, directors employed or hired by a BCR Company and who are bound by this BCR.

3. Binding Nature of the BCR

3.1 BCR Companies bound by the BCR

This BCR is binding on all Members of BTS Group who have signed the Intra-group Agreement, as listed in **Appendix 1** (collectively, the **"BCR Companies"**). The list of the BCR Companies in **Appendix 1** may be updated from time to time by the Main Company.

All BCR Companies shall use its best endeavor to implement and comply with this BCR. The executive management of each BCR Company shall be responsible for the implementation of, and compliance with, this BCR by the respective BCR Company.

3.2 Compliance of BCR Company Staff by the BCR

BCR Company Staff are bound by this BCR via their employment contract or agreement, BCR Companies' work regulations, employee manual and several other relevant BCR Companies' policies and procedures.

Any BCR Company Staff who fails to comply with this BCR may be subject to disciplinary action and any other punitive measures in compliance with the applicable employment or labor laws, company rules and employment contract.

4. Relationship between the BCR and local law

Where local legislation outside Thailand applicable to a BCR Company's Processing of Personal Data requires a higher level of protection for Personal Data, it will take precedence over this BCR. Other than this, Processing of Personal Data shall be carried out in accordance with this BCR and the Data Protection Laws.

5. Compliance with the BCR is prevented by local law

If there is any local law preventing a BCR Company which is a Data Importer from complying with this BCR, and the local law is likely to have substantial effect on protections under this BCR, such Data Importer will promptly notify the Main Company and Thailand's competent Data Protection Authority upon its request (except where prohibited by local law, such as prohibition under criminal law to preserve confidentiality of investigation).

If there is a request from any government agency to access Personal Data governed by this BCR, the Data Importer shall ensure that such request is valid and legitimate under applicable law, then it shall deliver the narrowest possible set of data required to the requesting government agency. The Data Importer shall try its best to report the request to Thailand's competent Data Protection Authority upon its request, containing information about Personal Data requested, requesting body, legal basis for disclosure (except where prohibited by local law, such as prohibition under criminal law to preserve confidentiality of investigation).

Where the delay of the disclosure to a requesting government agency and/or notification are prohibited, the Data Importer shall use its best efforts to obtain the right to waive this prohibition to communicate as much information as it can and as soon as possible to Thailand's competent Data Protection Authority. If despite having used its best efforts, the Data Importer is not in a position to notify Thailand's competent Data Protection Authority, the Data Importer shall provide general information on the requests (number of applications for disclosure, type of Personal Data requested, requesting agency if possible) to Thailand's competent Data Protection Authority upon its request.

6. Updates to the BCR

This BCR may be updated and amended from time to time. The Main Company shall inform all changes to this BCR (including list of BCR Companies in **Appendix 1**) to the BCR Companies.

The Main Company shall keep a fully updated list of the BCR Companies in **Appendix 1** and shall keep track of any updates to this BCR.

Where required by the Data Protection Laws, the Main Company shall inform the competent Data Protection Authority in Thailand of any changes to this BCR.

7. Scope of the BCR

7.1 This BCR apply to all of the BCR Companies which Process Personal Data, regardless of whether it is a Data Controller or Data Processor.

7.2 This BCR cover all Processing of Personal Data, which is subject to the PDPA, and is carried out by the BCR Companies regardless where such BCR Company is located and where such Processing takes place, including any transfer of Personal Data by any BCR Company established in Thailand to a third country outside Thailand and any further Processing or onward transfer of such transferred Personal Data by such or any other BCR Company outside of Thailand.

8. Obligations of the BCR Companies to Protect Personal Data

For Processing and transfers of Personal Data covered by this BCR (as described in section 7.2 of this BCR above), all BCR Companies and their BCR Company Staff agree to comply with applicable Data Protection Laws and to follow the following rules as set out in this BCR.

8.1 Notification of details as required by the PDPA

Data Controller

The BCR Companies shall provide the Data Subjects with sufficient information on how the BCR Companies Process their Personal Data, in compliance with the PDPA. The BCR Companies shall provide the Data Subjects with several privacy notices offline and online, including generally applicable privacy notice and service/product specific privacy notices. All privacy notices shall consist of the minimum details as required by the PDPA, as follows:

- Information regarding the Data Controller, its place of contact, and methods for contact and, where applicable, the information regarding the data protection officer, its place of contact and methods for contact;
- Purposes of collection for use or disclosure of Personal Data, including the legal basis on which such collection is based in accordance with section 8.2;
- Personal Data to be collected;

- Categories of persons or agencies to whom the collected Personal Data may be disclosed;
- Period for which the collected Personal Data will be retained (or if it is not possible to determine such period precisely, the foreseeable period according to the standard of collection);
- Existence of Data Subject's rights under the PDPA;
- Cases where the Data Subject must provide Personal Data for compliance with a legal obligation or for performance of contract, or in which it is necessary to provide Personal Data for the purpose of entering into a contract, including possible consequences of not so providing.

Where the Personal Data have been obtained from any other source than the Data Subject directly, in addition to the above listed details, the relevant BCR Company shall provide the Data Subject with information on from which source the Personal Data has been obtained and, where applicable, new purposes of Processing. In this case, the relevant BCR Company shall inform the Data Subject within thirty (30) days after obtaining such Personal Data; or, if the Personal Data are used for communication with the Data Subject, at the latest at the time of the first communication to the Data Subject, or if a disclosure to another data recipient is anticipated, at the latest, before the Personal Data are first disclosed.

Notwithstanding anything to the contrary, the obligation to notify the Data Subject pursuant to this section 8.1 shall not apply where the Data Subject already knew of the information or, in case the Personal Data has been obtained from another source other than the Data Subject directly, if

- the Data Subject already knew of such information or new purpose;
- the provision of such information is proven to be impossible or to cause to be an obstacle for using or disclosing the Personal Data;
- use or disclosure of the Personal Data must be carried out urgently as required by law where appropriate measures to protect the interest of the Data Subject have been provided; or
- the Data Controller is the one who knows or obtains the Personal Data as a result of its obligation or from practicing its occupation or profession and must keep such information or new purpose secret pursuant to law.

All Data Subjects can access to this BCR. A public version of this BCR is available on the Main Company's website at www.btsgroup.co.th

Data Processor

When a BCR Company acts as a Data Processor and collects Personal Data on behalf of the Data Controller, the BCR Company must also notify the Data Subject under this section 8.1 of the relevant privacy notices of the Data Controller, unless it is not possible by the nature of the business.

8.2 Lawfulness of Processing

Data Controller

The BCR Companies shall ensure that any Processing of the Personal Data is based on at least one of the following legal bases:

- The Data Subject has given his/her consent;
- The Processing is necessary for the legitimate interests of the Data Controller or any other person or entity (including the data recipient to whom the Personal Data are disclosed), except where such interests are of less importance than the fundamental rights of the Data Subject in relation to Personal Data;
- The Processing is necessary for performing a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering such contract;
- The Processing is for the Data Controller's compliance with law;
- The Processing is for preventing or suppressing any harm to life, body or health of a person;
- The Processing is necessary for the Data Controller's performance of a task for the public interest or in the exercise of official authority vested in the Data Controller;
- The Processing is for achieving the purpose related to archiving in the public interest or related to conduct of research and study or statistics where appropriate protection measures for protecting the rights and freedoms of the Data Subject are implemented, subject to the PDPA;
- The Processing is otherwise permitted by law.

If the Processing involves the categories of Personal Data are considered as "Sensitive Data", the BCR Companies shall ensure that such Processing is on the basis of at least one of the following legal bases, for example:

- The Data Subject has given explicit consent to the Processing of those Sensitive Data;
- The Processing is necessary for compliance with law which is for achieving the purposes in the field of:
 - labor protection, social security, national health security, social protection (or any other field specified by the PDPA) in so far as the collection of the Personal Data is necessary for exercising rights or obligations of the Data Controller or Data Subject, provided that appropriate measures for protecting the fundamental rights and the interests of the Data Subject are implemented;
 - preventive or occupational medicine, assessment of the working capacity of the BCR Company Staff, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services, where if this is not for compliance with law and Personal Data is under the responsibility of a person who practices a profession or professional or a person subject to obligation of secrecy under law, it must be pursuant to contract between the Data Subject and a medical professional;
 - substantial public interest, where appropriate measures to safeguard the fundamental rights and the interests of the Data Subject are implemented, subject to the PDPA;
 - conduct of scientific research and study, history or statistics or any other public interests, which shall be carried out for achieving such purposes to the extent necessary only and where appropriate measures for protecting the fundamental rights and interests of the Data Subject are implemented subject to the PDPA;
 - public interest with respect to public health, such as, prevention of dangerous contagious disease or any epidemic which is contacted or spread within Thailand, or control of standards or quality of drugs, medical supplies, medical devices, where appropriate and specific measures for protecting rights and freedoms of the Data Subject are implemented, especially maintaining confidentiality of Personal Data in accordance with obligations or profession ethics.

- The Processing for preventing or suppressing any harm to life, body or health of a person where the Data Subject is incapable of giving consent, for whatever reason;
- The Processing pertains to Personal Data which are manifestly made public by explicit consent of the Data Subject;
- The Processing is necessary for the establishment, compliance or exercise, or defense of legal claims;
- The Processing is otherwise permitted by law.

Data Processor

Where a BCR Company acts as Data Processor, such BCR Company shall Process Personal Data at the instruction of the Data Controller who is responsible for ensuring a valid legal ground for the Processing. If the Data Processor cannot comply with any instruction or is of the opinion that any instruction violates the PDPA, the Data Processor shall notify the Data Controller without delay.

8.3 Obligation to keep Personal Data accurate

Data Controller

The BCR Companies shall ensure that Personal Data as provided by the Data Subject is kept accurately, up-to-date in a complete and not misleading form.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall cooperate with and assist the Data Controller to update, correct or delete the Personal Data Processed through it, upon request by the Data Controller, to ensure the compliance with the PDPA.

8.4 Data minimization

Data Controller

The BCR Companies shall ensure that Personal Data are collected to the extent necessary under their lawful purposes.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall Process Personal Data only in accordance with instructions from the Data Controller, and if the Data Processor cannot comply with any instruction or is of the opinion that any instruction violates the PDPA, the Data Processor shall immediately notify the Data Controller.

8.5 Processing only within the scope of notified purposes

Data Controller

The BCR Companies shall Process Personal Data for the purposes as notified to the Data Subject prior to or at the time of collection of such Personal Data. The BCR Companies shall not Process the Personal Data for any different purpose to those as notified to the Data Subject, except either of the following exceptions applies:

- The Data Subject is informed of new purposes and has given consent prior to Processing;
- Any provision under the PDPA or other law permits.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall Process Personal Data only in accordance with instructions from the Data Controller, and if the Data Processor cannot comply with any instruction or is of the opinion that any instruction violates the PDPA, the Data Processor shall immediately notify the Data Controller. The Data Processor shall assist the Data Controller to the extent reasonably necessary provide support the Data Controller for the Data Controller to adequately discharge its responsibility under the PDPA.

8.6 Deletion of Personal Data

Data Controller

The BCR Companies shall ensure that Personal Data:

- is not Processed longer than necessary for the purposes for which they were initially collected;
- is not irrelevant or excessive for the purposes for which they were initially collected.

Where Personal Data falls under any of the above categories (including where the Data Subject exercises applicable rights, e.g., right to withdrawal or right to erasure), such Personal Data shall be deleted, destroyed or made anonymous by implementation of a system, unless there is a legal ground for further Processing or retention thereof is permitted by the PDPA or other law.

Data Processor

Where a BCR Company acts as Data Processor, such BCR Company shall Process Personal Data only in accordance with instructions from the Data Controller, and shall cooperate with and assist the Data Controller to delete or destroy the Personal Data Processed through it, upon request by the Data Controller, to ensure the compliance with the PDPA when there is no justification to the retention of the data. The Data Processor shall inform all BCR Companies to whom the Personal Data have been disclosed of the required deletion or anonymization of the Personal Data. The Data Processor shall assist the Data Controller to the extent reasonably necessary provide support the Data Controller for the Data Controller to adequately discharge its responsibility under the PDPA.

8.7 Security of Personal Data

Data Controller

The BCR Companies shall use its best endeavor to protect Personal Data within its control against loss, access, use, alteration, editing or disclosure without authority or in an illegitimate manner by implementation of appropriate security measures as required by the PDPA.

To achieve this goal, the BCR Companies have developed and implemented various organizational and technical measures, including but not limited to access control measures, transmission control measures, data input control measures, user control measures, availability control measures, data segregation control measures, data integrity control measures.

In addition, the BCR Companies shall ensure that their BCR Company Staff keep Personal Data confidential and secure and do not use or disclose such Personal Data without authority or illegitimately, for example, by way of contractual obligations. The BCR Company Staff and Processors shall only be authorized to Process Personal Data to the extent that is necessary to perform their job strictly on a need-to-know basis.

These measures shall be reviewed regularly when and where necessary or in the event of advancement of technologies for ensuring effective maintenance of appropriate security.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall implement appropriate security measures as required by the PDPA.

8.8 Personal Data breach incident

Data Controller

In the event of a Personal Data breach incident, the BCR Company against which such breach incident is committed (the “**Defaulting Party**”) shall notify without undue delay to its data protection officer responsible persons of the affected BCR Companies, who will document such breach incident. The Defaulting Party shall notify such breach incident within the period specified by the PDPA as follows:

- Where such breach incident is likely to result in a risk to the rights and freedoms of natural persons, the Defaulting Party will notify the competent Data Protection Authority.
- Where such breach incident is likely to result in a high risk to the rights and freedoms of natural persons, the Defaulting Party will also notify the affected Data Subjects.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall notify the Data Controller without undue delay after becoming aware of any Personal Data breach incident.

8.9 Engaging a Data Processor

Data Controller

If any BCR Company, acting as Data Controller, engages a Data Processor (whether it be an external Data Processor which is not the BCR Company or another BCR Company that acts as a Data Processor for other BCR Company) (“**Engaged Processor**”) to Process Personal Data on behalf of the BCR Company that acts as a Data Controller, the Engaged Processor agrees to act only in accordance with instructions of such BCR Company that acts as a Data Controller. In this case, the BCR Company acting as a Data Controller shall ensure that the Engaged Processor shall be bound by a written agreement in compliance with the PDPA, and substantially in the content as **Appendix 2** or as approved by the designated person to be announced from time to time.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company may subcontract the Processing of Personal Data to sub-processors, provided that all subcontracts must be made in writing (including in electronic form) and are consistent with the same terms and obligations under this BCR.

8.10 Cross-Border Transfer of Personal Data within BCR Companies

Each BCR Company, including any BCR Company established outside Thailand and receiving Personal Data for further Processing from another BCR Company established in Thailand (the former BCR Company a “**Data Importer**”; the latter BCR Company a “**Data Exporter**”), shall only share the received Personal Data with another Data Controller if there is a legal basis for Processing in accordance with section 8.2 and in line with other Processing rules as set out in this section 8 of this BCR.

Where necessary and reasonably possible, the sharing BCR Company, including the Data Importer, shall obtain contractual assurances from such Data Controller to that effect.

8.11 Cross-Border Transfer of Personal Data Outside of BCR Companies

If any BCR Company, including the Data Importer, transfers the Personal Data to a Data Controller or Data Processor which is not a BCR Company and which is located outside Thailand, the transferring BCR Company, including the Data Importer, shall only transfer Personal Data to such transferee that is located in a country for which the Personal Data Protection Commission has decided that this particular country ensures an adequate level of data protection, and in compliance with other applicable data protection criteria under the PDPA; or in the absence of such adequacy decision, the transfer is based on any of the following grounds:

- Such transferee's binding corporate rules (or data protection policy for intra-group cross-border data transfer) as certified by the competent Data Protection Authority;
- Appropriate safeguard measures, the details of which are further specified by the competent Data Protection Authority;
- Legal exemptions to adequacy of data protection standards, including:
 - the transfer is for compliance with law;
 - the transfer is on the basis of consent by the Data Subject, provided that the Data Subject has been informed of the inadequate data protection standards of the destination country;
 - the transfer is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into such contract;
 - the transfer is for taking an action pursuant to a contract between the Data Controller and another person or legal entity for the interests of the Data Subject;
 - the transfer is for preventing or suppressing danger to the life, body, or health of the Data Subject or another person, when the Data Subject is incapable of giving the consent at such time;
 - the transfer is necessary for carrying out the activities in relation to substantial public interest; or
- Any other ground as otherwise permitted by law.

8.12 Records of Processing

Each BCR Company shall prepare and maintain its own record of Processing activities.

Data Controller

Where the BCR Company acts as a Data Controller, the record of Processing activities shall, at a minimum, consist of the items as required by the Data Protection Laws, which shall also include, without limitation to, the following items:

- the collected Personal Data;
- the purposes of collection of each category of Personal Data;
- the details of the Data Controller;
- the retention period of the Personal Data;
- rights and methods of access to the Personal Data, including conditions for personnel entitled to such access and conditions for such access;
- further disclosure of the Personal Data;
- rejection of Data Subject's requests in relation to the Personal Data; and
- a general description of the security measures taken to safeguard the Personal Data.

Data Processor

Where the BCR Company acts as a Data Processor, the record of Processing activities shall, at a minimum, consist of the items as required by the Data Protection Laws, which shall also include, without limitation to, the following items:

- the categories of Processing carried out;
- the name and contact details of any subprocessors;
- the name and contact details of the subprocessors' data protection officers;
- transfers to third countries or international organizations and documentation of the suitable safeguards employed; and
- a general description of the technical and organizational security measures taken to safeguard the Personal Data.

9. Data Protection Governance

The BCR Companies shall implement data protection processes and procedures designed to support its compliance with this BCR and applicable Data Protection laws in which the Main Company may set group-wide standards for BCR Companies to be complied with.

The Main Company may provide the BCR Companies with advice necessary, upon request of a BCR Company, to ensure the compliance with this BCR and applicable Data Protection laws in countries where BCR Companies operate.

Each BCR Company shall designate its personnel to be a data protection officer (“**DPO**”) who shall be responsible for dealing with data protection within such BCR Company and perform any other functions necessary in accordance with the applicable Data Protection Laws. The DPO of each BCR Company shall be also in charge of monitoring compliance with this BCR and applicable Data Protection Laws.

10. Training

All BCR Company Staff or third parties, who have regular access to Personal Data or are involved in Processing or development of IT tools, will be provided by BCR Companies with training and/or awareness programs concerning this BCR and the applicable Data Protection Laws in general.

11. Audit

Each BCR Company shall commit to conducting an audit on compliance with this BCR on a periodic basis.

BCR Companies shall take the following actions to verify compliance with the applicable Data Protection Laws and this BCR:

- designating the responsible internal audit persons/team to evaluate on its compliance with this BCR on a periodic basis or whenever specifically requested by its DPO or any other person responsible for data protection matters of such BCR Company;
- reporting the results of the audit to its own DPO and the top management in the chain of command of such BCR Company;
- ensuring that, where non-compliance is found based on the results of the audit, appropriate and reasonable corrective actions are developed, designed and taken by the relevant parties; and
- providing the results of the audit to the Data Protection Authority upon its request in accordance with the PDPA.

12. Liability

As each BCR Company has different functions, each BCR Company shall separately comply with the obligations and severally, but not jointly, be liable for any breach of this BCR and for the violation of the applicable law as a result of their actions and activities related to the collection, use and disclosure of Personal Data. Nothing in this BCR or the Intra-group Agreement is intended to establish, or shall be construed as establishing, joint and several liability and no BCR Company shall be liable for the acts and omissions of another BCR Company.

The BCR Companies shall take responsibilities pursuant to the following events, as applicable.

(i) BCR Companies within Thailand

In the event that any claim or dispute is made against any of the BCR Companies locating in Thailand, each BCR Company located within Thailand shall be solely responsible for its own compliance and breaches of this BCR, as well as compliance with the applicable Data Protection Laws. If any BCR Company located within Thailand breaches this BCR or applicable Data Protection Laws and, by doing so, causes an actual damage to the Data Subject, only such BCR Company shall be solely liable to such Data Subject, unless it can be proven that such breach is not caused by such BCR Company, or such damage is a result of force majeure, such Data Subject's own action or omission, or compliance with a competent officer's order. For avoidance of doubt, other BCR Companies, whether established in Thailand or overseas, shall not be held liable in this respect.

(ii) BCR Companies outside Thailand

In the event that any claim or dispute is made against any of the BCR Companies which is a Data Importer, the BCR Company which is a Data Exporter agrees to accept responsibility locally for any breaches of this BCR caused by the other BCR Company which is a Data Importer or applicable Data Protection Laws and agrees to:

- (a) take the necessary action to remedy a breach committed by the other BCR Company which is a Data Importer;
- (b) pay compensation to the Data Subject whose Personal Data are subject to this BCR and the applicable Data Protection Laws for damages resulting from the breach of this BCR by the other BCR Company which is a Data Importer or applicable Data Protection Laws,

in each case, unless it can be proven that such breach is not caused by the Data Importer, or such damage is a result of force majeure or such Data Subject's own action or omission, or compliance with a competent officer's order, or that a direct claim is brought against such Data Importer under relevant laws.

Notwithstanding the foregoing, the Data Exporter reserves the right to pursue remedies against the Data Importer which breached this BCR.

13. Rights of Data Subjects

Data Controller

Each BCR Company shall ensure that the Data Subjects, whose Personal Data are subject to this BCR and the PDPA, shall have the following rights, subject to the conditions laid down by the PDPA:

- right to access to (and copies of) Personal Data relating to them, including the disclosure on how their Personal Data are obtained without consent;

- right to receive Personal Data relating to them in case the Data Controller makes such Personal Data in a commonly used or readable format by automated means, including to request to transfer such Personal Data to another Data Controller;
- right to object to Processing of Personal Data relating to them;
- right to erasure of Personal Data relating to them;
- right to restriction of using Personal Data relating to them;
- right to rectification of Personal Data relating to them; and
- right to withdrawal of consent.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall immediately notify the Data Controller if it receives a Data Subject request relating to the Personal Data it Process on behalf of the Data Controller. The Data Processor shall assist the Data Controller about the Data Subject request, including but not limited to access, rectify or delete any Personal Data of such Data Subject, and provide reasonable support to the Data Controller to respond to such requests in compliance with the PDPA.

14. Complaint Handling

Data Controller

- 14.1** BCR Companies shall put in place the procedures, processes and policies where the Data Subjects can exercise their rights or lodge a complaint regarding BCR Companies' Processing of Personal Data.
- 14.2** Subject to other provisions of this BCR, if the Data Subject reasonably believes that a BCR Company has not complied with this BCR and wishes to lodge a complaint regarding BCR Companies' Processing of Personal Data hereunder, the Data Subject can contact the DPO of such BCR Company of which the contact details are available at the privacy policy of each BCR Company.

The complaint should clearly provide as much detail as possible about the issue raised, including at least:

- The Data Subject's understanding of the breach of this BCR;
- The Data Subject's full name and contact details as well as a copy of his/her identity card or any other identifying document; and
- A description that sufficiently and fairly describe an incident that the Data Subject believes that this BCR is in breach by the relevant BCR Company to allow the DPO of such BCR Company to understand the issue.

All the lodged complaints will be handled by the relevant BCR Company, as follows:

- The relevant BCR Company will initially review the complaint and send acknowledgement of receipt within fifteen (15) working days;
- The relevant BCR Company will conduct investigation of the complaint and respond to such complaint within thirty (30) days of receipt;
- If the complaint is complex, or given the number of complaints, the relevant BCR Company will provide an estimate of when the response will be provided to the complainant and in any event the response will be provided within the required period under the PDPA.
- Response to the complaint will be provided in a form as the relevant BCR Company deem appropriate.

If the complaint has valid grounds, the relevant BCR Companies will take appropriate measures as necessary to resolve the complaint and ensure compliance with this BCR as appropriate.

If the Data Subject is not satisfied with the response, that Data Subject can lodge a complaint with the competent Data Protection Authority or lodge a claim with a court of competent jurisdiction in Thailand.

Data Processor

Where a BCR Company acts as Data Processor, the BCR Company shall encourage Data Subjects to lodge a complaint directly to the Data Controller, who will instruct us on the necessary actions. The Data Processor shall assist the Data Controller to the extent reasonably necessary related to any complaints made by the Data Subjects relating to the Data Processor's or Data Controller's obligation under the PDPA.

15. Duty of Cooperation

The BCR Companies shall cooperate with the requests, inquiries or complaints from the Data Subjects and Thailand's competent Data Protection Authorities and shall follow the recommendations of Thailand's competent Data Protection Authorities regarding this BCR.

**Appendix 1 to the BCR
List of BCR Companies**

The following list is accurate as of 28 March 2023. For the most updated list of BCR Companies, please contact the Main Company at <https://www.btsgroup.co.th>

The following BCR Companies have signed the Intra-group Agreement:

No.	Company Name	Place of incorporation	Address
1.	BTS Group Holdings Plc., as the Main Company	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
2.	HHT Construction Co., Ltd.	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
3.	Bangkok Payment Solutions Co., Ltd.	Thailand	123 Sun Tower, 17th Floor, Vibhavadi Rangsit Road, Chom Phon, Chatuchak, Bangkok 10900
4.	Turtle 23 Co., Ltd.	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
5.	Bangkok Mass Transit System Plc.	Thailand	1000 Phahonyothin Road, Chomphon, Chatuchak, Bangkok 10900
6.	Northern Bangkok Monorail Co., Ltd.	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
7.	Eastern Bangkok Monorail Co., Ltd.	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
8.	BTS Infrastructure Development Co., Ltd.	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
9.	BSS Holdings Co., Ltd.	Thailand	21 TST Tower, 19th floor, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
10.	Bangkok Smartcard System Co., Ltd.	Thailand	21 TST Tower, 19th and 24 th floors, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900

No.	Company Name	Place of incorporation	Address
11.	Rabbit Care Co., Ltd.	Thailand	No. 1 Q House Lumpini Building, 29th Floor, South Sathorn Road, Thungmahamek Subdistrict, Sathorn District, Bangkok 10120, Thailand
12.	ASK Direct Group Co., Ltd.	Thailand	No. 1 Q House Lumpini Building, 29th Floor, South Sathorn Road, Thungmahamek Subdistrict, Sathorn District, Bangkok 10120, Thailand
13.	Rabbit Care Broker Co., Ltd.	Thailand	No. 1 Q House Lumpini Building, 29th Floor, South Sathorn Road, Thungmahamek Subdistrict, Sathorn District, Bangkok 10120, Thailand
14.	Rabbit Rewards Co., Ltd.	Thailand	21 TST Tower, 19th and 24 th floors, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
15.	VGI Plc.	Thailand	21 TST Tower, 9th floor, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
16.	Master Ad Plc.	Thailand	21 TST Tower, 21st and 22nd, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
17.	Rabbit Holdings Public Company Limited	Thailand	21 TST Tower, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
18.	Thana City Golf & Sports Club Co., Ltd.	Thailand	100-100/1 Moo 4, KM. 14, Bangna-Trad Rd., Bang Chalong, Bang Phli, Samut Prakan
19.	Man Food Holdings Co., Ltd.	Thailand	21 TST Tower, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
20.	Man Kitchen Co., Ltd.	Thailand	21 TST Tower, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
21.	BTS Infrastructure Services Company Limited	Thailand	1000 Phahonyothin Road, Chomphon, Chatuchak, Bangkok 10900
22.	BTS Rail Mass Transit Growth Infrastructure Fund	Thailand	21 TST Tower, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
23.	BGSR 6 Company Limited	Thailand	21 TST Tower, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900

No.	Company Name	Place of incorporation	Address
24.	BGSR 81 Company Limited	Thailand	21 TST Tower, 19th floor, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
25.	Asia Direct Insurance Broker Company Limited	Thailand	626 BBD Building (Rama 4), 4th Floor, Maha Phruttharam, Bang Rak, Bangkok 10500
26.	RB Services Company Limited	Thailand	21 TST Tower, 19th floor, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
27.	Rabbit Cash Company Limited	Thailand	1 Q. House Lumpini Building, Room number 2701, 2704, 27th Floor, South Sathorn Road, Thungmahamek Sub-district, Sathorn District, Bangkok 10120
28.	Fanslink Communication Company Limited	Thailand	968 U Chu Liang Building, 35th Floor, Rama IV Road, Silom Sub-District, Bangrak District, Bangkok 10500
29.	Rabbit Life Insurance Public Company Limited	Thailand	175 Sathon City Tower 1/1 and 2/1 Floor, South Sathorn Road, Thungmahamek, Sathon, Bangkok 10120
30.	Yongsu Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
31.	Mo Chit Land Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
32.	Turtle 1 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
33.	Turtle 2 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
34.	Turtle 3 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
35.	Turtle 4 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900

No.	Company Name	Place of incorporation	Address
36.	Turtle 5 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
37.	Turtle 6 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
38.	Turtle 7 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
39.	Turtle 8 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
40.	Turtle 9 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
41.	Turtle 10 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
42.	KINN VENTURES Company Limited	Thailand	21 TST Tower, 19th floor, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
43.	KINN 1 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
44.	Alpea Company Limited	Thailand	55 Soi Sueksa Wittaya, Silom, Bangrak, Bangkok, 10500
45.	Gaik Company Limited	Thailand	55 Soi Sueksa Wittaya, Silom, Bangrak, Bangkok, 10500
46.	Kavee 38 Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
47.	THANA CITY VENTURE Company Limited	Thailand	1035 Ploenchit Road, Lumpini, Pathumwan, Bangkok 10330
48.	CAPRICORN HILL Company Limited	Thailand	21 TST Tower, Soi Choei Phuang, Vibhavadi Rangsit Road, Chomphon, Chatuchak, Bangkok 10900

No.	Company Name	Place of incorporation	Address
49.	Rocket Holdings HK Limited	Hong Kong	Rm. 2101 Hong Kong Trade Centre, 161-7 Des Voeux Road, Central, Hong Kong
50.	Lombard Estate Holdings Limited	Hong Kong	8th Floor, Chung Nam House, 59 Des Voeux Road, Central, Hong Kong
51.	Thirty Three Gracechurch 1 Limited	Jersey	26 New Street, St. Helier, Jersey, JE2 3RA, Jersey
52.	Lombard Estate Capital GmbH	Austria	Dresdner Straße 87, 1200 Vienna, Austria
53.	Andels Lodz Sp. z o.o.	Poland	ul. Ogrodowa, nr 17, 91-065, Lodz, Poland
54.	Diplomat Prague RE s.r.o.	Czech Republic	Evropská 370/15, Dejvice, 160 00 Praha 6, Czech Republic
55.	U Hospitality Holding (Mauritius)	Mauritius	c/o Ocorian Corporate Services (Mauritius) Limited, 6th Floor, Tower A, 1 CyberCity, Ebene, Mauritius
56.	Vienna House Cluster Tschechien s.r.o.	Czech Republic	Praha 6 -Dejvice, Evropská 370/15, PSC 16041, Czech Republic
57.	Diplomat Prague a.s.	Czech Republic	Evropská 370/15, Dejvice, 160 00 Praha 6, Czech Republic
58.	Tanayong Hong Kong Limited	Hong Kong	11th Floor, Malahon Centre, 10-12 Stanley Street Central, Hong Kong
59.	U Global Hospitality Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
60.	Khonkaenburi Company Limited	Thailand	999 Moo 4 Prachasamosorn Road, Tambon Nai Mueang, Amphoe Mueang Khon Kean, Khon Kean
61.	Keystone Estate Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok

No.	Company Name	Place of incorporation	Address
62.	Kamkoong Property Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
63.	Tanayong Property Management Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
64.	Unison One Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
65.	Muangthong Assets Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
66.	EGS Assets Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
67.	Mak 8 Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
68.	Nine Square Property Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
69.	BTS Land Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
70.	Prime Area Retail Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
71.	Tanayong Food and Beverage Company Limited	Thailand	100-100/1Moo 4 KM. 14, Bangna-Trad Rd.,Bang Chalong,Bang Phli, Samut Prakan
72.	PrannaKiri Assets Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
73.	Siam Paging and Communication Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
74.	Prime Area 12 Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok

No.	Company Name	Place of incorporation	Address
75.	Prime Area 38 Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
76.	NPark Global Holding Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
77.	Keystone Management Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
78.	Verso International School	Thailand	198 Moo 4 Soi Sarasetthasiri, Suvarnabhumi 3 Road, Bangchalong, Bang Plee, Samut Prakan 10540 Thailand
79.	U Remix Company Limited	Thailand	21, TST Tower, Soi Choei Phuang, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok
80.	Super Turtle Public Company Limited	Thailand	333 Lao Peng Nguan 1 Tower, 24th Floor, Zone A, Soi Choeiphuang, Vibhavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok 10900
81.	Rabbit Care Lending Company Limited	Thailand	No. 1 Q House Lumpini Building, 29th Floor, South Sathorn Road, Thungmahamek Subdistrict, Sathorn District, Bangkok 10120, Thailand