October, 2018　No.4

NO&T Asia Legal Review 創刊のご案内

長島・大野・常松法律事務所（NO&T）は、日々目まぐるしく移り変わるアジア各国の法実務に関する最新の情報をお届けするべく、今般 NO&T Asia Legal Review（月刊英文ニュースレター）を創刊いたしました。NO&T Asia Legal Review は当事務所の各国アジアオフィスに所属するアジアの弁護士が執筆しており、日本人の皆様だけではなく、貴社内でご勤務されている日本人以外の方にもご購読いただけるよう英文で作成しております。ご関心のある方には是非ご転送いただき、今後直接ご送付できるようこちらからご登録いただければ幸いです。

Issue of "NO&T Asia Legal Review"

We, Nagashima Ohno & Tsunematsu ("NO&T"), are pleased to inform that we have launched a monthly English newsletter, "NO&T Asia Legal Review", to share updates on the rapidly changing laws and legal practices in Asian countries. The articles in the NO&T Asia Legal Review are written in English by Asian qualified lawyers, who are working in our Asian offices, not only for the Japanese expatriates but also for non-Japanese speakers who are interested in this kind of legal information. Please kindly forward this NO&T Asia Legal Review to your colleagues and ask them to register here if they are interested to receive this newsletter so that we can directly send it to them hereafter.

＊　＊　＊

This issue covers the following topics:

Thailand

DISPATCHED WORKERS: LABOR LAW AND RECENT COURT DECISIONS

タイでは、2008 年に「派遣労働者」に関する規定が労働保護法に設けられた。これは差別的取扱いから派遣労働者を保護することを主眼とする規定であったが、法律上の「派遣労働者」の範囲が必ずしも明確ではなかった。近年、その範囲を巡って争われた複数の裁判例に基づき、「派遣労働者」の定義がより明確になったことから、本稿ではそれら一連の裁判例に基づく最新の法解釈について紹介する。

Background

The concept of dispatched workers has been introduced in Thailand in 2008 by Section 11/1 of Labor Protection Act B.E. 2541 (1998) ("**LPA**"). The purpose of this section (reproduced below) is to protect the dispatched workers ("**Dispatched Workers**") mainly from being discriminated by the business operator to which they have been dispatched to work for ("**Entrepreneur**").

> **Section 11/1**
> LPA Section 11/1 is stipulated as follows:
> "Where an entrepreneur has entrusted any individual to dispatch persons to work, given that such person is not in a business of recruitment service, and such work is any part of manufacturing process or business operation under the entrepreneur's responsibility, and regardless of whether such person is the supervisor who takes the responsibility for paying wages to the persons who is dispatched to perform work, the entrepreneur shall be deemed as an employer of such workers.
> The entrepreneur shall provide dispatched employees, who perform work in the same manner as employees under the employment agreement, to enjoy fair benefits and welfare without discrimination."

According to LPA Section 11/1, the workers who meet the following criteria shall be protected under this anti-discrimination clause:

(i) The worker who is dispatched by their employer ("**Original Employer**") to Entrepreneur for the purpose of 'supply of labor' and not for 'supply of goods and/or service', provided that the Original Employer is not in the headhunting business;

(ii) The worker still remains as the employee of the Original Employer at all times while working for the Entrepreneur regardless of whether the Original Employer is the supervisor or pays the wages to the Dispatched Workers; and

(iii) The work done by the Dispatched Worker is part of the manufacturing process or the business operation which is under the Entrepreneur's responsibility.

The scope and application of LPA Section 11/1 had been unclear, leading to several disputes; however with court rulings in recent years, some clarity has been introduced as to who would fall within the ambit of 'Dispatched Worker' and rights of such Dispatched Workers.

Key Issues

Entrepreneur to be deemed as 'employer': LPA Section 11/1 paragraph 1 deems an Entrepreneur to be 'employer' of the Dispatched Worker given that the work assigned to the Dispatched Worker is part of the manufacturing process or business operation which is under the Entrepreneur's responsibility. It also clearly stipulates in the way that whether the Entrepreneur is the supervisor of the given work or not; or whether the Entrepreneur pays the wages to the Dispatched Workers, is irrelevant.

Although there was some ambiguity on which work constitutes as part of Entrepreneur's manufacturing process or business operation aforementioned, the following instances can be taken into consideration:

1. If Company A which is an automobile leather seat manufacturer contacted Company B to dispatch workers to work in Company A's leather cutting department, Company A would be deemed as employer to those Dispatched Workers (summarized extract from an explanation letter issued by Legal Division of Department of Labor Protection and Welfare, Ministry of Labor);

2. If Company A which is an automobile manufacturer contacted Company B (whose business is the provision of doctors and nurses) to dispatch one of the doctors to be stationed at Company A's nurse room, Company A

would not be deemed as employer to such dispatched doctor, because the work of such dispatched doctor is not part of manufacturing process of Company A (summary of Supreme Court Decision No. 8920/2560(2017)).

Based on the instances above, one can come to the conclusion that if the Entrepreneur hires the Dispatched Worker to work for any job which is not the core business of the Entrepreneur, such as hiring doctors and nurses, security guard, or housekeeper, then the Entrepreneur shall not be deemed as an 'employer' under Section 11/1 paragraph 1 of the LPA.

However, if the Dispatched Worker has worked in the core business of the Entrepreneur, such worker shall be deemed to be an 'employee' of the Entrepreneur. This distinction is pertinent because, the Dispatched Worker may, in theory, directly make a claim against the Entrepreneur - without first making the claim against the Original Employer - for wages, severance pay and other statutory payments under labor law. Also, in the case where the Original Employer becomes unable to make such payment due to insolvency, bankruptcy, etc., it is possible that the Dispatched Workers can make a direct claim for wages, severance pay and other statutory payments under the labor law against the Entrepreneur regardless of whether the Entrepreneur has already paid the service fees under the outsourcing contract to the Original Employer.

Notwithstanding the above, it must be noted that this opinion has not yet been tested or ruled by the Thai Supreme Court because, in general, wages and statutory payments under law should be paid by the Original Employer. Therefore, it remains to be seen whether the Supreme Court will be of this opinion, should a case of this nature actually comes before it.

Entrepreneur to provide "fair benefits and welfare without discrimination": LPA Section 11/1 paragraph 2 requires the Entrepreneur to provide "fair benefits and welfare without discrimination" to the Dispatched Workers who work in the same manner as Entrepreneur's own employees ("**Direct Employees**").

This means that the Entrepreneurs are required to provide benefits and welfare exactly as prescribed in Entrepreneur's regulations which are applicable to its Direct Employees. The benefits and welfare are not defined but, based on the judgement of Supreme Court Decision No. 226326-22404/2555 (2012), the court has recognized food costs, living costs, incentives, vehicle fees and bonus payment as benefits and welfare and the Dispatched Employees are entitled to such benefits and welfare at the same rate payable to the Entrepreneur's Direct Employees who work in similar job position.

Therefore, if the Original Employer of the Dispatched Workers provides no or less benefits and welfare compared to those provided to the Direct Employees of the Entrepreneur, the Entrepreneur would have to provide or cover the difference between the two and the Original Employer will not be responsible for the amount in excess of the benefits and welfare which the Original Employer provides (Supreme Court Decision No. 1987-2026/2558(2015)). However, we have seen in practice that the outsourcing contract between the Entrepreneur and the Original Employer typically sets out the right of the Entrepreneur to claim against the Original Employer for any amount paid in excess of the agreed service fees.

Nevertheless, it does not mean that the Entrepreneurs are always required to provide exactly the same benefits and welfare as Direct Employees to the Dispatched Workers. Instead, Entrepreneur is required to provide them based on the same set of rules or measurements applied to Direct Employees without discrimination. For example, the bonus amount can vary between that of a Direct Employee and that of a Dispatched Worker if such amount was set based on the same performance assessment standard without discrimination.

Mitigating Measures: In the market, the mitigating measures to deal with the application of Section 11/1 is to set out clearly that the Dispatched Workers will not be working in the comparable job position and scope of works with the Direct Employees so that the benefits and welfare can be different.

Based on the recent court judgement in 2017, the Entrepreneur may divide Direct Employees into two groups, namely, permanent employees and daily wage employees, where the latter is provided less benefits and welfare than the former. By doing so, the Entrepreneur may choose to provide Dispatched Workers the benefits and welfare which are at the same standard as the daily wage employees which would be less than those of the permanent employee. This kind of arrangement is deemed effective by the Labor Court Region II in its decision No. 700/2560(2017), which then became final in Special Appeals Court Decision No. 965/2560(2017).

However, this will not mitigate the risk exposure on statutory payments and severance pay liabilities where the Entrepreneur will be deemed an employer of the Dispatched Workers as aforementioned.

Conclusion

With the recent court rulings, the scope of the application of LPA Section 11/1 has become clearer to a certain extent. However, it is still essential for the Entrepreneur to carefully choose the person who dispatches the workers and to carefully arrange the regulations on benefits and welfare in order to avoid any unforeseen liabilities as regards payments, benefits and welfare.

[Authors]

Ponpun Krataykhwan (Nagashima Ohno & Tsunematsu (Thailand) Co., Ltd.)
ponpun_krataykhwan@noandt.com
Ponpun Krataykhwan is a qualified lawyer based in Bangkok office. She has six years of work experience practicing in corporate and commercial matters. She has extensive experience working on labour issues, foreign direct investment, mergers and acquisitions, and legal compliances of industrial business. She has been registered as Notarial Services Attorneys with the Thai Lawyer Council.

Yuyu Komine (Nagashima Ohno & Tsunematsu (Thailand) Co., Ltd.)
yuyu_komine@noandt.com
Yuyu Komine is a Thai qualified lawyer working in the Bangkok office. His main area of practice is labor law, including labor protection, labor relation and foreigner's working restrictions. He is experienced in advising clients on the handling of labor disputes such as strikes and lock downs at the factories. Also, as he is capable in Thai, Japanese and English, all of which at the first language level, he has a strong background in providing legal advice relating to the labor matters to both international and domestic clients.

Australia

FURTHER REGULATION OF FOREIGN INVESTMENT INTO AGRICULTURAL LAND IN AUSTRALIA

オーストラリアでは 2016 年に当時最大手の畜産会社であった S. Kidman 社が中国企業に買収されそうになった際に国益に反するとして外国投資審査機関（FIRB）が買収を認めなかった。これを契機に外資による農地の買収に関して制限を加えるべきとの議論が起こり、FIRB は 2018 年 2 月に外資による農地への投資に一定の制限を課す新たなガイダンスを発行した。オーストラリアで農地を保有する企業を買収するに際しては適用可能性のある規定であることから本稿においてその概要を紹介する。

Background

On 27 February 2018, the Australian Government's Foreign Investment Review Board (FIRB) released an update to Guidance Note 17 (**Guidance Note**), which relates to agricultural land investments by foreign persons. The updated Guidance Note introduces further guidelines surrounding the application of the "national interest" test to "significant and notifiable" actions in respect of agricultural land.

The updated Guidance Note is arguably directly related to the attempted sale of S. Kidman & Co Pty Ltd, a AU$370 million Australian livestock empire, to a Chinese entity in early 2016. The FIRB opposed the transaction on the basis that it was contrary to the national interest.

Key Aspects

In Australia, all acquisitions of interests in agricultural land by foreign persons must be notified to the Australian Taxation Office. Such acquisitions also need to be notified to, and approved by, the FIRB if the:

- acquisition is by a foreign government investor; or
- cumulative value of a foreign person's agricultural land holdings exceeds AU$15 million.

Acquisitions that meet either of these criteria will be considered a "significant and notifiable" action by the FIRB, and thus must be notified to the FIRB. The transaction will then require approval from the FIRB before the transaction can proceed, which is subject to satisfaction of the "national interest" test. This threshold test is not applied to non-foreign government investors from Chile, New Zealand, Thailand[1] and the United States.

The "national interest" test is not one that is legislatively defined, and is generally assessed on a case-by-case basis.

In this context, a "foreign person" includes, but is not limited to:

- an individual not ordinarily resident in Australia;
- a corporation in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest, or in which 2 or more foreign persons hold an aggregate substantial interest;
- the trustee of a trust in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest, or where 2 or more foreign persons hold an aggregate substantial interest in the trustee of the trust; and
- a foreign government / foreign government investor.

The FIRB considers "agricultural land" to be land in Australia that is used, or could reasonably be used, either wholly or partially, for a primary production business. A "primary production business" is defined broadly; it includes, by way of example, a business that carries on at least one of the following:

- cultivating or propagating plants or fungi;
- maintaining animals for the purpose of selling them or their bodily produce;
- manufacturing dairy produce from raw material that the business owner produced; and
- planting or tending trees in a plantation or forest that are intended to be felled, or felling trees, and/or transporting those trees to a mill or logging yard.

As to how the FIRB values the transaction, it will depend upon the type of foreign person proposed to make the investment. In the event that the investment is by a foreign government investor, the value of the transaction is not relevant given that it will automatically be a significant and notifiable action by the FIRB by virtue of the acquiring party.

Where it is a non-foreign government investor, the FIRB will consider the total value of all interests in agricultural land in Australia held by the foreign person (and their associates), along with the proposed acquisition. If, collectively, the value of:

- the total value of the foreign investor's interests in agricultural land in Australia; and
- the consideration for the proposed acquisition of agricultural land,

exceeds AU$15 million, the FIRB will consider the proposed acquisition to be a "significant and notifiable" action.

---

1 Thai investors are required to notify the FIRB where the land being acquired is being used wholly and exclusively for a primary production business, and is valued at more than AU$50 million.

Compliance requirements

In the event that the proposed acquisition is a "significant and notifiable" action, the proposed acquirer must notify the FIRB of the proposed transaction before it can occur. There are also certain fees payable, which will differ depending on the value of the transaction.

Once the FIRB is notified and the fees are paid, it will, through the Australian Treasurer, consider whether the acquisition would be contrary to the "national interest". The updated Guidance Note provides clarity around what will be considered contrary to the "national interest, and states that the FIRB will consider whether:

> *…there was an opportunity for Australians to acquire a given parcel of agricultural land. The decision maker will have regard to the openness and transparency of the transaction.*

The updated Guidance Note lists the following criteria as being relevant to whether there was an "open and transparent" sales process, which must be demonstrated by the relevant applicant:

- public marketing/advertising was undertaken for the sale of the property, using channels that Australian bidders could reasonably access (e.g. advertised on a widely used real estate listing site or large regional/national newspaper);
- the property was marketed/advertised for at least 30 days; and
- there was equal opportunity for bids or offers to be made for the property while still available for sale.

There are exceptions to the above requirements – for example, where those provisions were satisfied in a previous sales process that did not proceed but is purchased by another customer within six months of that process, or where the acquirer is required to make the acquisition to comply with State or Commonwealth law – but they are limited. It is also not exhaustive; the FIRB may object to the transaction on other grounds linked to the "national interest".

Once the FIRB is provided with any evidence that the proposed acquirer wishes to give in respect of those criteria, there are three possible results; it may:

- not object to the transaction;
- not object to the transaction provided certain conditions are met so as to ensure that the transaction is not contrary to the national interest, and impose those conditions; or
- object to the transaction on the basis that it is contrary to the national interest, and make an order prohibiting the transaction.

Conclusion

Whilst it might be said that the newly clarified requirements regarding the sales process are overly generous to Australian purchasers over their foreign counterparts, it is also encouraging to have more objective criteria published in respect of the "national interest" test in Australia which has previously been fairly opaque.

Foreign investors looking to acquire agricultural land in Australia of a value that will trigger notification to the FIRB should ensure that they are aware of the relevant criteria, and carry out their due diligence accordingly.

[Author]

Nicholas Josey (Nagashima Ohno & Tsunematsu Singapore LLP, seconded from Clayton Utz)
nicholas_josey@noandt.com

Nicholas Josey is an Australian-qualified attorney, having been admitted to practice in the Queensland Supreme Court and the Australian High Court. He is an experienced commercial litigator and has acted in disputes across number of different industries, including the energy and resources, telecommunications and technology, insolvency, real estate, and financial services industries. Nicholas has acted for, and advised, clients in all forms of dispute resolution including litigation, arbitration, expert determination and mediation (both in advising at the contract drafting stage and at the dispute stage).

Philippines

AN OVERVIEW OF THE PHILIPPINE DATA PRIVACY ACT

フィリピンでは 2012 年に最初の包括的なデータ・プライバシー法が制定され、その 4 年後の 2016 年に施行規則が整備され、ようやく本格的に情報保護制度のエンフォースメントが開始された。そこで本稿では、このデータ・プライバシー法において特に留意すべき事項について紹介する。

Background

The Data Privacy Act of 2012 or Republic Act No. 10173 (the "DPA") is the Philippines' first comprehensive law on data privacy protection. While the DPA has been enacted since 2012 and the Implementing Rules and Regulations ("IRR") became effective on 9 September 2016, awareness, compliance and enforcement are now beginning to gain momentum after strict implementation of data privacy laws at a global level.

Key Provisions

Scope of Application: The DPA generally applies to the processing of all types of personal data of Philippine citizens or residents by Personal Information Controllers ("Controllers") and Personal Information Processors ("Processors").

Key terms: "Processing" refers to any operation performed on personal data, such as collection, storage, use, retrieval, and erasure. "Controllers" refer to persons who determine the type of personal data to be processed, or instructs another entity to process personal data on its behalf, while "Processors" refer to persons to whom data processing activities are outsourced.

In particular, there are 3 types of personal data protected under the DPA, and these are:

a) Personal information, or information through which an individual may be identified, such as one's name;

b) Sensitive personal information, which includes one's race, ethnicity, marital status, age, affiliations (religious, philosophical or political), health, education, and government issued information, such as social security numbers; and

c) Privileged information, such as privileged communication between an attorney and client.

Data Processing Principles: Any processing of personal data must adhere to principles of transparency, legitimate purpose and proportionality. Processing of personal data must therefore be carried out in a manner commensurate to the specified and legitimate purposes disclosed. Stricter measures are required to be observed when processing sensitive personal information and privileged information.

As a general rule, the prior informed consent of the data subject is required before personal data can be processed. In Advisory Opinion No. 2017-42, the National Privacy Commission ("Commission") clarified that, in so far as Philippine data privacy laws are concerned, implied or inferred consent is not recognized, and silence, pre-ticked boxes or inactivity do not constitute consent. Further, when the processing has multiple purposes, consent should be given for all of them.

In cases where consent is not required, such as when processing of personal information is needed to comply with government requirements or meet legal obligations, a privacy notice would be sufficient compliance.

General Obligations of a Controller and Processor: In addition to observing the data processing principles, a Controller and Processor are also required to:

a) Respect the rights of data subject, which includes the right to be informed of the nature and extent of data processing, to object to the collection of his personal data, and to reasonable access, rectification, erasure or blocking of his personal data.

b) Adopt technical, physical and organizational security measures to protect the integrity, and confidentiality of personal data, such as drafting data protection policies, and managing employees with access to the personal data.

c) Appoint a Data Protection Officer (the "DPO") responsible for ensuring the compliance with data privacy laws, and who will act as the contact person on data privacy issues that may be raised by the data subjects or government authorities.

Subject to the approval of the Commission, a group of related companies may designate a common DPO to be primarily accountable for the compliance of the entire group. However, other members of the group may still be required by the Commission to have its own Compliance Officer for Privacy.

d) Register its data processing system operating in the Philippines within 2 months from use, when:

i) it has more than 250 employees; or

ii) it has less than 250 employees, but the data processing either (i) involves automated decision making or vulnerable groups like the children and elderly, (ii) is a core business, or (iii) involves sensitive personal information of at least 1,000 individuals.

Registration is accomplished by submitting certain information and documents to the Commission, and must be renewed annually.

e) Submit an annual report documenting all security incidents and personal data breaches.

f) Notify the Commission and data subject within 72 hours upon knowledge of, or reasonable belief that there has been a personal data breach.

Detailed guidelines for personal data breach management can be further found in Circular No. 16-03.

Data Sharing versus Outsourcing: As distinguished from outsourcing to a Processor, data sharing involves the disclosure or transfer of personal data to a third party by a Controller or by a Processor upon the instructions of the Controller.

In case of data sharing, the informed consent of the data subject is always required, even if personal data is to be shared only to an affiliate or parent company of the Controller. Further, when data sharing is for commercial purposes, the parties involved are required to enter into a data sharing agreement.

On the other hand, in case of outsourcing, no separate consent for outsourcing is needed if consent for the processing of personal data has already been obtained by the Controller. However, considering the right of data subjects to be informed, the Commission in Advisory Opinion No. 2018-015 clarified that the Controller's privacy notice, policy or internal communication must still indicate or inform the data subject of the particular data processing activities that are outsourced. The Controller and Processor are also required to enter into an outsourcing agreement that contains the minimum provisions outlined in the IRR. For example, a clause prohibiting any further subcontracting by the Processor without the consent of the Controller should be included in a standard outsourcing agreement.

Principle of Accountability: While both Controller and Processor appear to have similar obligations under the DPA, the law actually places greater accountability on the Controller who is tasked to use contractual or reasonable means to provide a comparable level of protection while personal data is being processed in the hands of a Processor.

Penal sanctions: The DPA penalizes acts such as, unauthorized processing, processing for unauthorized purposes, intentional breach, concealment of security breaches, malicious disclosure and unauthorized disclosure, with a fine ranging from PHP500,000 to PHP4,000,000 and imprisonment ranging from 6 months to 7 years.

Maximum penalties are imposed when violations involve sensitive personal information or affect at least 100 individuals. Where the offender is a corporation or partnership, the rights and privileges of such corporation or partnership may be revoked, and sanctions are also imposed on the responsible officers who participated in the crime or allowed the commission of the crime through their gross negligence.

Recently, the Commission recommended the criminal prosecution of the Chairman of the Philippine Commission on Elections, as head of agency, for a breach that leaked the personal data of overseas Filipino voters. In the exercise of its monitoring functions, the Commission has also conducted compliance checks on the data privacy aspect of the Grab-Uber acquisition, and launched investigations on data breaches involving Facebook and other institutions.

Conclusion

It bears stressing that data privacy compliance should be a concern of all business entities, since they are, at the very least, regarded as Controllers of the personal data of their employees, suppliers and/or customers. Likewise, while certain entities may not be covered by the mandatory registration requirement of the DPA, this does not mean they are excused from complying with the other requirements of the law.

In this digital age where information has become a valuable commodity that can be easily accessed and shared with a click of a mouse, best practice dictates that companies should constantly keep data privacy awareness and compliance at the forefront in each jurisdiction they are doing business.

[Author]

Patricia O. Ko (Nagashima Ohno & Tsunematsu Singapore LLP)
patricia_ko@noandt.com
Patricia O. Ko is a Philippine qualified foreign attorney in the Singapore office. Prior to joining NO&T, she was a Senior Associate in one of the top law firms in the Philippines. Her areas of practice include mergers and acquisitions, foreign direct investment, public-private partnership, securities, general corporate matters, immigration, trademarks, and data privacy. She is experienced in advising clients in commercial transactions involving acquisition of businesses and real estate, joint ventures, corporate restructuring, and regulatory and compliance matters.

www.noandt.com

NAGASHIMA OHNO & TSUNEMATSU

JP Tower, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7036, Japan
Tel: +81-3-6889-7000 (general) Fax: +81-3-6889-8000 (general) Email: info@noandt.com

Nagashima Ohno & Tsunematsu is the first integrated full-service law firm in Japan and one of the foremost providers of international and commercial legal services based in Tokyo. The firm's overseas network includes offices in New York, Singapore, Bangkok, Ho Chi Minh City, Hanoi and Shanghai, associated local law firms in Jakarta and Beijing where our lawyers are on-site, and collaborative relationships with prominent local law firms throughout Asia and other regions. The over 400 lawyers of the firm, including over 20 experienced foreign attorneys from various jurisdictions, work together in customized teams to provide clients with the expertise and experience specifically required for each client matter.

Singapore Office
(Nagashima Ohno & Tsunematsu Singapore LLP)

6 Battery Road #40-06
Singapore 049909
Tel: +65-6654-1760 (general)
Fax: +65-6654-1770 (general)
Email: info-singapore@noandt.com

Bangkok Office
(Nagashima Ohno & Tsunematsu (Thailand) Co., Ltd.)

24th Floor, The Offices at Central World
999/9 Rama 1 Road, Pathumwan
Bangkok 10330 Thailand
Tel: +66-2-264-5955 (general)
Fax: +66-2-264-5950 (general)
Email: info-bangkok@noandt.com

HCMC Office
(Nagashima Ohno & Tsunematsu HCMC Branch)

Suite 1801, Saigon Tower
29 Le Duan Street, District 1
Ho Chi Minh City, Vietnam
Tel: +84-28-3521-8800 (general)
Fax: +84-28-3521-8877 (general)
Email: info-hcmc@noandt.com

Hanoi Office
(Nagashima Ohno & Tsunematsu Hanoi Branch)

Suite 10.04, CornerStone Building
16 Phan Chu Trinh, Hoan Kiem District
Ha Noi City, Vietnam
Tel: +84-24-3266-8140 (general)
Fax: +84-24-3266-8141 (general)
Email: info-hanoi@noandt.com

Shanghai Office
(Nagashima Ohno & Tsunematsu
Shanghai Representative Office)

Two ifc, 25th Floor, 8 Century Avenue
Pudong New Area, Shanghai 200120, China
Tel: +86-21-6881-7080 (general)
Fax: +86-21-6881-7060 (general)
Email: info-shanghai@noandt.com

Jakarta Desk
(Nagashima Ohno & Tsunematsu Jakarta Desk)

c/o Soemadipradja & Taher
Wisma GKBI, Level 9
Jl. Jenderal Sudirman No. 28
Jakarta 10210, Indonesia
Email: info-jakarta@noandt.com

For more details on our overseas practice

If you would like the convenience of receiving future editions of the NO&T Asia Legal Review by email direct to your Inbox, please fill out our newsletter registration form at the following link: http://www.noandt.com/en/publications/newsletter/asia.html
Should you have any questions about this newsletter, please contact us at asia-legal-review@noandt.com.
Please note that other information related to our firm may be also sent to the email address provided by you when subscribing to the NO&T Asia Legal Review.