

Data Protection and Cybersecurity Alert:

The Final Piece of the Puzzle Unveiled – China Issues the Draft Standard Contract for Cross-border Transfer of Personal Information

July 2022

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Eight months after the implementation of the *Personal Information Protection Law of the People's Republic of China* (“**PIPL**”), on June 30, 2022, the Cyberspace Administration of China (“**CAC**”) issued the draft of the long-expected standard contract for cross-border transfer of personal information (“**PI**”), together with the draft *Provisions on Standard Contract for Cross-border Transfer of Personal Information* (“**Draft Provisions**”), to solicit public comments.

According to the PIPL, when transferring PI outside of China, one of the four conditions shall be met: (1) passing the security assessment; (2) obtaining the PI protection certificate; (3) signing the standard contract; or (4) satisfying other conditions prescribed by laws and regulations. Regardless of the catch-all clause, the release of the standard contract unveils the final piece of puzzle of China's international PI transfer regime, as the draft measures for security assessment has been published on October 29, 2021, and the draft guidance for PI protection certification has just been issued on June 24, 2022.

This alert will introduce the draft standard contract as well as the relevant provisions on the application and implementation of the contract, from a practical perspective for reference by enterprises, especially multinationals, with needs for international PI transfer.

I. Application Scope

According to the Draft Provisions, a PI handler (basically equivalent to data controller under the GDPR) could provide PI outside of China by entering into the standard contract with the overseas recipient, provided that all of the following conditions are met:

- (1) the PI handler is NOT a critical information infrastructure operator;
- (2) the PI handler has processed PI of LESS THAN 1 million people;
- (3) the PI handler has NOT provided abroad PI of MORE THAN 100,000 people accumulatively since January 1st of last year; and
- (4) the PI handler has NOT provided abroad sensitive PI of MORE THAN 10,000 people accumulatively since January 1st of last year.

Such application scope corresponds to that of the security assessment stipulated under the draft measures for security assessment. That means, if any of the above conditions is not satisfied, the mandatory assessment will be triggered.

It should be noted that PI protection certification is mainly applicable to intra-group cross-border data transfer (and processing of PI by overseas entities caught by the extraterritorial reach of the PIPL), but intra-group transfer can also be carried out by means of a signed standard contract. However, in absence of further clarification, it is unclear whether the PI protection certification can replace the security assessment for intra-group transfer of PI reaching certain threshold, since the

draft measures for security assessment just provide that if any of the above conditions is not satisfied, the security assessment will be legally required.

II. Pre-step: Conducting PIPIA

Echoing to Article 55 and 56 of the PIPL, the Draft Provisions specifies the factors to be assessed in the personal information protection impact assessment (“PIPIA”, which is similar to DPIA under the GDPR), which shall be conducted before transferring PI abroad:

- (1) the legality, legitimacy and necessity of the purpose, scope and method of the PI processing by the PI handler and the overseas recipient;
- (2) the quantity, scope, category, and sensitivity of the PI to be exported, and the risks that PI export may bring to the PI related rights and interests;
- (3) the responsibilities and obligations that the overseas recipient commits to undertake, and whether its management and technical measures and capabilities for fulfilling the responsibilities and obligations can ensure the security of the PI to be exported;
- (4) the risks of leakage, damage, tampering and abuse, etc. after the cross-border transfer, and whether the channels for individuals to maintain their PI related rights and interests are smooth;
- (5) the impact of the PI protection policies and regulations of the country or region where the overseas recipient is located on the performance of the standard contract; and
- (6) other matters that may affect the security of PI going abroad.

III. Filing System

China proposes to adopt a filing system for standard contract as prescribed in the Draft Provisions, that is, the PI handler (provider) should file with the local provincial-level cyberspace administration within 10 working days from the date the standard contract takes effect, submitting the standard contract signed and the PIPIA report.

But notably, filing is not a prerequisite for the export of PI, as it could be carried out after the standard contract takes effect.

IV. Legal Liability

Pursuant to the Draft Provisions, where any of the following circumstances happens, the local provincial-level cyberspace administration shall, in accordance with the PIPL, give the order to rectify within a time limit; or order to suspend the cross-border transfer of PI and impose penalties if the PI handler or the overseas recipient refuses to rectify or a harm to PI related rights and

interests is caused; or pursue the criminal liabilities, if a crime is constituted:

- (1) failing to perform the filing procedure or submitting false materials for filing;
- (2) failing to fulfill the responsibilities and obligations stipulated in the standard contract, and infringing upon the PI related rights and interests and causing damage; or
- (3) other circumstances affecting the PI related rights and interests occur.

V. Standard Contract Terms

The draft standard contract mainly includes the following contents:

- (1) the basic information of the PI handler and the overseas recipient, such as name and contact;
- (2) the purpose, scope, type, sensitivity, quantity, method, retention period, storage location, etc. of the PI going abroad;
- (3) the responsibilities and obligations of the PI handler and the overseas recipient to protect PI, as well as the technical and management measures taken to prevent security risks that may arise from the export of PI;
- (4) the impact of the PI protection policies and regulations of the country or region where the overseas recipient is located on compliance with the terms of the standard contract;
- (5) the rights of PI subjects, and the ways and means to protect such rights;
- (6) other terms such as remedy, termination, liability and dispute resolution.

In general, the standard contract has a large degree of similarity with the EU SCCs in terms of substantive responsibilities and obligations, including without limitation, principles such as purpose limitation, transparency, minimization, security, storage limitation, etc.; documentation and audit; protection of data subjects' rights.

However, unlike the EU SCCs, which have four modules based on the roles of data provider and recipient, the draft standard contract adopts a one-stop structure. This does not mean that the standard contract ignores the issue at all, since in the specific terms, the obligations of “entrusted party” (which is akin to data processor under the GDPR) are mentioned separately. For example, the consent of the PI handler shall be obtained when the entrusted party re-entrusts a third party (i.e. sub-processor) to process PI; the entrusted party shall provide the PI handler with an audit report after deleting or anonymizing the PI when the entrustment relationship ends; and the obligations of report (to authority) and notification (to PI subjects) shall be borne by the PI handler, rather than the entrusted party, when security incidents like data breach occur.

VI. Looking Forward

Along with the release of the draft standard contract, China's cross-border PI transfer regime is becoming clear, though the relevant documents are still in the process of drafting.

Compared with the security assessment and the PI protection certification that require the substantive intervention of third party (competent authority or certification agency), standard contract is probably the most widely adopted approach for international PI transfer as a relatively easy way, though the filing procedure is necessary to follow. As such, it is recommended for enterprises, especially multinationals, with needs for international PI transfer to pay close attention to the draft standard contract, and also, comments could be submitted to the CAC, if any, before July 29, 2022, the closing date of public consultation.

Appendix 1: Provisions on Standard Contract for Personal Information Outbound Transfer (Draft for Comments) (bilingual version)

| <p>个人信息出境标准合同规定 (征求意见稿)</p> | <p>Provisions on Standard Contract for Personal Information Outbound Transfer (Draft for Comments)</p> |
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| <p>第一条</p> <p>为了规范个人信息出境活动，保护个人信息权益，促进个人信息跨境安全、自由流动，根据《中华人民共和国个人信息保护法》，制定本规定。</p> | <p>Article 1</p> <p>These provisions are developed in accordance with the <i>Personal Information Protection Law of the People's Republic of China</i>, for the purpose of regulating the activity of personal information outbound transfer, protecting rights and interests of personal information, and promoting the security and free flow of cross-border transfer of personal information.</p> |
| <p>第二条</p> <p>个人信息处理者依据《中华人民共和国个人信息保护法》第三十八条第一款第（三）项，与境外接收方订立合同向中华人民共和国境外提供个人信息的，应当按照本规定签订个人信息出境标准合同（以下简称“标准合同”）。</p> <p>个人信息处理者与境外接收方签订与个人信息出境活动相关的其他合同，不得与标准合同相冲突。</p> | <p>Article 2</p> <p>In accordance with subparagraph 3 of paragraph 1 of Article 38 of the <i>Personal Information Protection Law of the People's Republic of China</i>, a personal information handler who enters into a contract with an overseas recipient to provide personal information outside the territory of the People's Republic of China shall sign a standard contract for the personal information outbound transfer (hereinafter referred to as the “Standard Contract”) in accordance with these provisions.</p> <p>Other contracts signed by personal information handlers and overseas recipients, which is related to any activity of personal information outbound transfer, must not conflict with the Standard Contract.</p> |
| <p>第三条</p> <p>依据标准合同开展个人信息出境活动，应坚持自主缔约与备案管理相结合，防范个人信息出境安</p> | <p>Article 3</p> <p>When conducting any activity of personal information outbound transfer in accordance with the Standard Contract, the combination of autonomous contracting and recordation</p> |

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| <p>全风险，保障个人信息依法有序自由流动。</p> | <p>management shall be adhered to, to prevent security risks of personal information outbound transfer, and to ensure the free flow of personal information in an orderly and lawful manner.</p> |
| <p>第四条</p> <p>个人信息处理者同时符合下列情形的，可以通过签订标准合同的方式向境外提供个人信息：</p> <p>（一）非关键信息基础设施运营者；</p> <p>（二）处理个人信息不满 100 万人的；</p> <p>（三）自上年 1 月 1 日起累计向境外提供未达到 10 万人个人信息的；</p> <p>（四）自上年 1 月 1 日起累计向境外提供未达到 1 万人敏感个人信息的。</p> | <p>Article 4</p> <p>A personal information handler can provide personal information overseas by entering into a Standard Contract if it meets the following conditions at the same time:</p> <p>(i) non-critical information infrastructures operator;</p> <p>(ii) processing personal information of less than 1 million individuals;</p> <p>(iii) the cumulative amount of personal information provided overseas since 1st January of last year has not reached 100,000 individuals; and</p> <p>(iv) the cumulative amount of sensitive personal information provided overseas since 1st January of last year has not reached 10,000 individuals.</p> |
| <p>第五条</p> <p>个人信息处理者向境外提供个人信息前，应当事前开展个人信息保护影响评估，重点评估以下内容：</p> <p>（一）个人信息处理者和境外接收方处理个人信息的目的、范围、方式等的合法性、正当性、必要性；</p> <p>（二）出境个人信息的数量、范围、类型、敏感程度，个人信息出境可能对个人信息权益带来的风险；</p> | <p>Article 5</p> <p>Before providing personal information overseas, a personal information handler shall conduct a personal information protection impact assessment in advance, focusing on the following:</p> <p>(i) the legality, legitimacy and necessity of the purposes, scope and methods of processing personal information by personal information handlers and overseas recipients;</p> <p>(ii) the quantity, scope, category, and sensitivity of personal information outbound transfer, and the risks that personal information outbound transfer may bring to the rights and interests of personal information;</p> <p>(iii) whether the responsibilities and obligations that the</p> |

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| <p>(三) 境外接收方承诺承担的责任义务, 以及履行责任义务的管理和技术措施、能力等能否保障出境个人信息的安全;</p> <p>(四) 个人信息出境后泄露、损毁、篡改、滥用等的风险, 个人维护个人信息权益的渠道是否通畅等;</p> <p>(五) 境外接收方所在国家或者地区的个人信息保护政策法规对标准合同履行的影响;</p> <p>(六) 其他可能影响个人信息出境安全的事项。</p> | <p>overseas recipient undertakes, as well as the management and technical measures and capabilities for fulfilling the responsibilities and obligations can ensure the security of personal information outbound transfer;</p> <p>(iv) the risk of disclosure, damage, tampering and abuse, etc. after personal information outbound transfer, and whether the channels for individuals to safeguard their rights and interests of personal information are open and accessible, etc.;</p> <p>(v) the influence of the personal information protection policies and regulations of the country or region where the overseas recipient is located on the performance of the Standard Contract; and</p> <p>(vi) other matters that may affect the security of personal information outbound transfer.</p> |
| <p>第六条</p> <p>标准合同包括以下主要内容:</p> <p>(一) 个人信息处理者和境外接收方的基本信息, 包括但不限于名称、地址、联系人姓名、联系方式等;</p> <p>(二) 个人信息出境的目的、范围、类型、敏感程度、数量、方式、保存期限、存储地点等;</p> <p>(三) 个人信息处理者和境外接收方保护个人信息的责任与义务, 以及为防范个人信息出境可能带来安全风险所采取的技术和管理措施等;</p> <p>(四) 境外接收方所在国家或者地区的个人信息保护政策法规对遵守本合同条款的影响;</p> | <p>Article 6</p> <p>The content of the Standard Contract shall include:</p> <p>(i) basic information of the personal information handler and the overseas recipient, including but not limited to name, address, contact name and contact details, etc.;</p> <p>(ii) the purpose, scope, category, sensitivity, quantity, methods, retention period and storage location of personal information outbound transfer;</p> <p>(iii) the responsibility and obligation of the personal information handler and the overseas recipient to protect personal information, and the technical and management measures taken to prevent the possible security risks of the personal information outbound transfer;</p> <p>(iv) the impact of the personal information protection policies and regulations of the country or region where the overseas recipient is located on compliance with the terms hereof;</p> <p>(v) the rights of the personal information subject, and the</p> |

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| <p>(五) 个人信息主体的权利, 以及保障个人信息主体权利的途径和方式;</p> <p>(六) 救济、合同解除、违约责任、争议解决等。</p> | <p>ways and means to guarantee the rights of the personal information subject; and</p> <p>(vi) remedies, termination of contract, liability for breach of contract, dispute resolution, etc.</p> |
| <p>第七条</p> <p>个人信息处理者应当在标准合同生效之日起 10 个工作日内, 向所在地省级网信部门备案。备案应当提交以下材料:</p> <p>(一) 标准合同;</p> <p>(二) 个人信息保护影响评估报告。</p> <p>个人信息处理者对所备案材料的真实性负责。标准合同生效后个人信息处理者即可开展个人信息出境活动。</p> | <p>Article 7</p> <p>The personal information handler shall, within 10 working days from the effective date of the Standard Contract, file a record at the local provincial Cyberspace Administration. The following materials shall be submitted for the record:</p> <p>(i) the Standard Contract; and</p> <p>(ii) a personal information protection impact assessment report.</p> <p>The personal information handler shall be responsible for the authenticity of the filing materials. After the Standard Contract comes into effect, the personal information handler can carry out the activities of Personal information outbound transfer.</p> |
| <p>第八条</p> <p>在标准合同有效期内出现下列情况之一的, 个人信息处理者应当重新签订标准合同并备案:</p> <p>(一) 向境外提供个人信息的目的、范围、类型、敏感程度、数量、方式、保存期限、存储地点和境外接收方处理个人信息的用途、方式发生变化, 或者延长个人信息境外保存期限的;</p> <p>(二) 境外接收方所在国家或者地区的个人信息保护政策法规发生变化等可能影响个人信息权</p> | <p>Article 8</p> <p>If one of the following circumstances occurs within the validity period of the Standard Contract, the personal information handler shall re-enter a new Standard Contract and record it:</p> <p>(i) the purposes, scope, category, sensitivity, quantity, method, retention period, storage location of personal information provided overseas and the use and methods of processing personal information by the overseas recipient are changed, or the outbound retention period of personal information is extended;</p> <p>(ii) changes in policies and regulations on the personal information protection in the country or region where the overseas recipient is located that may affect the rights and interests of personal information; or</p> |

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| <p>益的；</p> <p>(三)可能影响个人信息权益的其他情况。</p> | <p>(iii) other circumstances that may affect the rights and interests of personal information.</p> |
| <p>第九条</p> <p>参与标准合同备案的机构和人员对在履行职责中知悉的个人隐私、个人信息、商业秘密、保密商务信息等应当依法予以保密，不得泄露或者非法向他人提供、非法使用。</p> | <p>Article 9</p> <p>Institutions and personnel participating in the recording of the Standard Contracts shall keep the personal privacy, personal information, trade secrets, confidential business information, etc. known in the performance of their duties confidential and shall not disclose or illegally provide to others or illegally use them.</p> |
| <p>第十条</p> <p>任何组织和个人发现个人信息处理者违反本规定的，有权向省级以上网信部门投诉、举报。</p> | <p>Article 10</p> <p>Any organization or individual who finds that the personal information handler violates these provisions shall have the right to complain and report to the Cyberspace Administration above the provincial level.</p> |
| <p>第十一条</p> <p>省级以上网信部门发现通过签订标准合同的个人信息出境活动在实际处理过程中不再符合个人信息出境安全管理要求的，应当书面通知个人信息处理者终止个人信息出境活动。个人信息处理者应当在收到通知后立即终止个人信息出境活动。</p> | <p>Article 11</p> <p>When the Cyberspace Administration above the provincial level finds that the activities of personal information outbound transfer under signed Standard Contracts no longer meet the requirements of security management of personal information outbound transfer during the actual process, it shall notify the personal information handler in writing to terminate the activities of personal information outbound transfer. The personal information handler shall immediately terminate the activities of personal information outbound transfer upon receipt of the notice.</p> |
| <p>第十二条</p> <p>个人信息处理者按照本规定与境外接收方签订标准合同向境外提供个人信息，出现以下情形之一的，由省级以上网信部门依照《中华人民共和国个人信</p> | <p>Article 12</p> <p>Where one of the following circumstances occurs, when a personal information handler enters into a Standard Contract with an overseas recipient in accordance with these provisions to provide personal information overseas, the Cyberspace Administration above the provincial level shall order a correction</p> |

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| <p>息保护法》的规定，责令限期改正；拒不改正或者损害个人信息权益的，责令停止个人信息出境活动，依法予以处罚；构成犯罪的，依法追究刑事责任。</p> <p>（一）未履行备案程序或者提交虚假材料进行备案的；</p> <p>（二）未履行标准合同约定的责任义务，侵害个人信息权益造成损害的；</p> <p>（三）出现影响个人信息权益的其他情形。</p> | <p>within a prescribed time limit in accordance with <i>the Personal Information Protection Law of the People's Republic of China</i>; if the violator refuses to take corrective action or there is harm to rights and interests of personal information, the activities of personal information outbound transfer shall be ordered suspension, and shall be punished in accordance with relevant laws; if the case is criminally punishable, criminal liability shall be investigated in accordance with the law:</p> <p>(i) failing to perform the recording procedures or submitting false materials for recording;</p> <p>(ii) failing to fulfill the responsibilities and obligations stipulated as agreed in the Standard Contract, infringing upon the rights and interests of personal information and causing damage; or</p> <p>(iii) other circumstances affecting rights and interests of personal information occur.</p> |
| <p>第十三条</p> <p>本规定自___年___月___日起施行</p> | <p>Article 13</p> <p>These provisions shall enter into force on ___(Day)___(Month)___(Year)</p> |

Appendix 2: SCC for Data Export (bilingual version)

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| <p>中华人民共和国国家互联网 信息办公室制定</p> | <p>Developed by the Cyberspace Administration China</p> |
| <p>为了确保境外接收方处理个人信息的活动达到中华人民共和国相关法律法规规定的个人信息保护标准,明确个人信息处理者和境外接收方个人信息保护的义务和责任,双方经协商一致,特签订本合同,以便共同遵守。</p> | <p>In order to ensure that the activities of the overseas recipient in processing personal information meet the personal information protection standards stipulated in the relevant laws and regulations of the People’s Republic of China, and to clarify the obligations and responsibilities of the personal information handler and the overseas recipient in personal information protection, both parties, by mutual agreement, hereby enter into this Contract for mutual compliance.</p> |
| <p>个人信息处理者: _____ 地址: _____ 电话: _____ 邮箱: _____ 联系人: _____ 职务: _____ 国籍: _____</p> <p>境外接收方: _____ 地址: _____ 电话: _____ 邮箱: _____ 联系人: _____ 职务: _____ 国籍: _____</p> | <p>Personal information handler: _____ Address: _____ Tel: _____ E-mail: _____ Contact person: _____ Title: _____ Nationality: _____</p> <p>Overseas recipient: _____ Address: _____ Tel: _____ E-mail: _____ Contact person: _____ Title: _____ Nationality: _____</p> |
| <p>个人信息处理者与境外接收方依据本合同附录一“个人信息出境说</p> | <p>The personal information handler and the overseas recipient conduct activities related to personal information outbound transfer</p> |

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| <p>明”所列约定开展与个人信息出境有关的活动，与此活动相关的商业行为，双方【已】 / 【约定】于_____年____月____日签署关于 <i>XX</i> 的<u>商业合同</u>，如有。</p> | <p>in accordance with the agreement listed in Appendix 1 “The Instruction for Personal Information Outbound Transfer” of this Contract. Both parties [have signed] / [agree to sign] <u>a commercial contract on XX, if any, on</u> _____(Day)_____(Month)_____(Year).</p> |
| <p>本合同正文系根据《个人信息出境标准合同规定》的要求拟定，双方如有其他约定可在附录二中详述，附录构成本合同的组成部分。</p> | <p>The body of this Contract has been drawn up in accordance with the requirements of the <i>Provisions on Standard Contract for Personal Information Outbound Transfer</i>, and any other agreements between both parties can be detailed in Appendix II, which forms an integral part of this Contract.</p> |
| <p>第一条 定义</p> <p>在本合同中，除上下文另有规定外：</p> <p>（一）个人信息处理者或境外接收方单称“一方”，合称“双方”。</p> <p>（二）“个人信息”和“敏感个人信息”与《中华人民共和国个人信息保护法》所规定的含义相同。</p> <p>（三）“个人信息主体”是指个人信息所标识或者关联的自然人。</p> <p>（四）“个人信息处理者”与《中华人民共和国个人信息保护法》所规定的含义相同。</p> <p>（五）“境外接收方”是指位于中华人民共和国境外并自个人信息处理者处接收个人信息的组织或个人。</p> <p>（六）“监管机构”是指中华人民共和国省级以上网信部门。</p> <p>（七）“相关法律法规”是指《中</p> | <p>Clause 1 Definition</p> <p>For purposes of this Contract, the following terms shall have the following meanings, unless the context clearly requires otherwise:</p> <p>(i) Personal information handler or the overseas recipient shall be referred to individually as “one party” and collectively as “both parties”.</p> <p>(ii) “Personal information” and “sensitive personal information” have the same meaning as stipulated in the <i>Personal Information Protection Law of the People's Republic of China</i>.</p> <p>(iii) “Personal information subject” means the natural person identified by or associated with the personal information.</p> <p>(iv) “Personal information handler” has the same meaning as stipulated in the <i>Personal Information Protection Law of the People's Republic of China</i>.</p> <p>(v) “Overseas recipient” means an organization or individual outside the territory of the People's Republic of China that receives personal information from a personal information handler.</p> <p>(vi) “Regulatory institution” means the Cyberspace Administration of the People's Republic of China at or above the</p> |

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| <p>华人民共和国民法典》《中华人民共和国网络安全法》《中华人民共和国数据安全法》《中华人民共和国个人信息保护法》《个人信息出境标准合同规定》等中华人民共和国法律法规和部门规章，以及对前述法律法规和部门规章作出修订、修改或补充的法律法规和部门规章，包括取代原法律法规和部门规章。</p> <p>(八) 本合同其他未定义术语的含义应与相关法律法规规定的含义保持一致。</p> | <p>provincial level.</p> <p>(vii) “Relevant laws and regulations” means the <i>Civil Code of the People's Republic of China</i>, the <i>Cybersecurity Law of the People's Republic of China</i>, the <i>Data Security Law of the People's Republic of China</i>, the <i>Personal Information Protection Law of the People's Republic of China</i>, the <i>Provisions on Standard Contracts for Personal Information outbound Transfer</i> and other laws, regulations and departmental rules of the People's Republic of China, as well as laws, regulations and departmental regulations that amend, modify or supplement the aforementioned laws and regulations, including those that replace the original laws and regulations and departmental regulations.</p> <p>(viii) The meaning of other undefined terms in this Contract shall be consistent with the meaning stipulated in the relevant laws and regulations.</p> |
| <p>第二条 个人信息处理者的义务</p> <p>个人信息处理者在此陈述、保证、承诺如下：</p> <p>(一) 个人信息系按照相关法律法规进行收集、使用等处理；出境个人信息范围仅限于实现处理目的所需的最小范围。</p> <p>(二) 已向个人信息主体告知境外接收方的名称或姓名、联系方式、附录一“个人信息出境说明”中的相关情况，以及行使个人信息主体权利的方式和程序等事项，并已取得个人单独同意，但相关法律法规规定不需要取得个人单独同意的除外。如涉及敏感个人信息，已向个人信息主体告知传输敏感个人信息的必要性及对个人的影响；涉及不满十四周岁未成</p> | <p>Clause 2 Obligations of personal information handlers</p> <p>The Personal information handler hereby represents, warrants and covenants as follows:</p> <p>(i) Personal information is collected, used and processed in accordance with relevant laws and regulations; the scope of personal information outbound transfer is limited to the minimum scope necessary for achieving the processing purpose.</p> <p>(ii) The personal information subject has been informed of the name and contact details of the overseas recipient, the relevant information in Appendix I “The Instruction for Personal Information Outbound Transfer”, and the method and procedure for exercising the rights of the personal information subject, etc, and the individual’s separate consent has been obtained, except where the relevant laws and regulations do not require the individual’s separate consent. Where sensitive personal information is involved, the personal information subject has been informed of the necessity of transmitting sensitive personal information and its</p> |

年人个人信息的，已取得未成年人的父母或者其他监护人的同意；法律、行政法规规定应当取得书面同意的，已取得书面同意，相关法律法规规定无需取得书面同意的除外。

(三) 已向个人信息主体告知其与境外接收方通过本合同约定个人信息主体为第三方受益人，如果个人信息主体未在三十天内明确拒绝，则可以依据该合同享有第三方受益人的权利。

(四) 已尽合理的努力确保境外接收方能够履行本合同规定的义务并采取如下技术和管理措施(综合考虑个人信息的类型、数量、范围及敏感程度、传输的数量和频率、个人信息传输及境外接收方保存的期限、个人信息处理目的等可能带来的个人信息安全风险):

(如加密、匿名化、去标识化、访问控制等技术和管理措施)

(五) 经境外接收方要求，向境外接收方提供相关法律规定和技术标准的副本。

(六) 将答复来自监管机构关于境外接收方的个人信息处理活动的询问，但双方均同意由境外接收方作出答复的除外；在此情况下，若境外接收方在要求答复的期限内未答复，个人信息处理者仍将根据其合理掌握的信息在合理期限内作出答复。

(七) 已经按照相关法律法规对

impact on the individual; where the personal information of a minor under the age of fourteen is involved, the consent of the minor's parents or other guardian has been obtained; where written consent is required by law or administrative regulations, written consent has been obtained, except where relevant laws and regulations provide that written consent is not required.

(iii) The personal information subject has been informed that he or she and the overseas recipient have agreed through this Contract that the personal information subject is a third-party beneficiary, and if the personal information subject does not expressly refuse within thirty days, he or she can be entitled to the rights of a third-party beneficiary pursuant to this Contract.

(iv) Reasonable efforts have been made to ensure that the overseas recipient can fulfill its obligations under this Contract and take the following technical and management measures (taking into account the possible risks to personal information security brought by the category, quantity, scope and sensitivity of personal information, the quantity and frequency of transmission, the transmission of personal information and retention periods by the overseas recipient, the purposes of processing personal information, etc.):

(e.g. encryption, anonymization, de-identification, access control and other technical and management measures)

(v) Upon request by the overseas recipient, copies of the relevant legal provisions and technical standards shall be provided for the overseas recipient.

(vi) It will respond to enquiries from the regulatory institutions regarding the personal information processing activities of the overseas recipient, unless both parties agree that the overseas recipient will respond; in such case, if the overseas recipient fails to respond within the time limit requested for a response, the personal information handler will nevertheless provide a response within a reasonable period of time based on information reasonably in its

拟向境外接收方提供个人信息的活动开展了个人信息保护影响评估。评估已考虑：

1. 个人信息处理者和境外接收方处理个人信息的目的、范围、方式等的合法性、正当性、必要性；

2. 出境个人信息的数量、范围、类型、敏感程度，个人信息出境可能对个人信息权益带来的风险；

3. 境外接收方承诺承担的责任义务，以及履行责任义务的管理和技术措施、能力等能否保障出境个人信息的安全；

4. 个人信息出境后泄露、损毁、篡改、滥用等的风险，个人维护个人信息权益的渠道是否通畅等；

5. 按本合同第四条评估当地个人信息保护政策法规对遵守本合同条款可能造成的影响；

6. 其他可能影响个人信息出境安全的事项。

保存个人信息保护影响评估报告至少 3 年。

(八) 根据个人信息主体要求向个人信息主体提供本合同的副本。在保护商业秘密或其他机密信息（例如受保护的知识产权内容等）所必需的范围内，可以在提供副本之前对本

possession.

(vii) A personal information protection impact assessment has been conducted in accordance with relevant laws and regulations for activities intended to provide personal information to overseas recipients. The assessment has considered:

1. The legality, legitimacy and necessity of the purposes, scope and methods of processing personal information by the personal information handler and the overseas recipient.

2. The amount, scope, category and sensitivity of outbound personal information, and the risks to the rights and interests of personal information subject that may result from personal information outbound transfer.

3. The responsibility and obligations that the overseas recipient covenants to assume, and whether the management and technical measures and capabilities to fulfil the responsibility and obligations can guarantee the security of personal information outbound transfer.

4. The risk of leakage, destruction, falsification, abuse, etc. after personal information outbound transfer, and whether the channels for individuals to safeguard their rights and interests of personal information are open and accessible, etc.

5. The potential impact of local policies and regulations on personal information protection on compliance with the terms of this Contract shall be assessed in accordance with Clause 4 of this Contract.

6. Other matters that may affect the security of personal information outbound transfer.

The personal information protection impact assessment report shall be kept for at least 3 years.

(viii) Upon request by the personal information subject, copies of this Contract shall be provided for the personal

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| <p>合同相关内容进行适当遮蔽，但承诺向个人信息主体提供有效摘要以助其理解合同内容。</p> <p>(九) 承担证明本合同义务已履行的举证责任。</p> <p>(十) 根据相关法律法规要求向监管机构提供第三条第(十)款所述的信息，包括所有审计结果。</p> | <p>information subject. To the extent necessary to protect trade secrets or other confidential information (e.g. the contents of protected intellectual property rights, etc.), the concerned contents of this Contract can be appropriately redacted prior to the provision of a copy, but a commitment shall be made to provide the personal information subject with an effective summary to assist him or her in understanding the contents of the Contract.</p> <p>(ix) The burden of proof to prove that the obligations of this Contract have been performed shall be bore.</p> <p>(x) The information referred to in Clause3(x), including all audit findings shall be provided for the regulatory institutions, as required by relevant laws and regulations.</p> |
| <p>第三条 境外接收方的义务</p> <p>境外接收方在此陈述、保证、承诺如下：</p> <p>(一) 按照附录一“个人信息出境说明”所列约定处理个人信息，除非取得个人信息主体的事先同意。</p> <p>(二) 根据个人信息主体要求向个人信息主体提供本合同的副本。在为保护商业秘密或其他机密信息（例如受保护的知识产权内容等）所必需的范围内，可以在提供副本之前对本合同相关内容进行适当遮蔽，但承诺向个人信息主体提供有效摘要以助其理解合同内容。</p> <p>(三) 出境个人信息范围仅限于实现处理目的所需的最小范围。</p> <p>(四) 存储个人信息的期限为实</p> | <p>Clause 3 Obligations of the overseas recipient</p> <p>The overseas recipient hereby represents, warrants and covenants as follows.</p> <p>(i) It handles personal information in accordance with the agreements listed in Appendix I, “The Instruction for Personal Information Outbound Transfer”, unless prior consent is obtained from the personal information subject.</p> <p>(ii) Upon request by the personal information subject, copies of this Contract shall be provided for the personal information subject. To the extent necessary to protect trade secrets or other confidential information (e.g. the contents of protected intellectual property rights, etc.), the relevant contents of this Contract may be appropriately redacted prior to the provision of a copy, but a commitment shall be made to provide the personal information subject with an effective summary to assist him or her in understanding the contents of the Contract.</p> <p>(iii) The scope of personal information outbound transfer is limited to the minimum scope necessary to achieve the processing purpose.</p> |

现处理目的所必要的最短时间；超出上述存储期限后，对个人信息（包括所有备份）进行删除或匿名化处理，除非取得个人信息主体关于存储期限的单独同意。受个人信息处理者委托处理个人信息时，在删除或匿名化后，向个人信息处理者提供相关审计报告。

（五）按以下方式保障个人信息处理安全：

1. 采取有效的技术和管理措施，以确保个人信息的安全，包括防止个人信息遭到意外或非法破坏、丢失、篡改、未经授权提供或访问（以下简称“数据泄露”）。为了履行这一义务，采取第二条第（四）款中规定的技术和管理措施。进行定期检查，以确保这些措施持续维持适当的安全水平；

2. 确保授权处理个人信息的人员履行保密义务，并建立最小授权的访问控制策略，使前述人员只能访问职责所需的最小必要的个人信息，且仅具备完成职责所需的最少的数据操作权限。

（六）如果处理的个人信息发生了数据泄露，将：

1. 及时采取适当补救措施，以减轻对个人信息主体造成的不利影响；

2. 立即通知个人信息处理者，并根据相关法律法规要求报告中华人民共和国监管机构。通知包含以下内

(iv) Personal information shall be stored for the minimum time necessary to achieve the processing purpose; personal information (including all backups) shall be deleted or anonymized after the above storage period, unless separate individual's consent is obtained from the personal information subject regarding the storage period. When processing personal information entrusted by the personal information handler, the relevant audit report shall be provided to the personal information handler after deletion or anonymization.

(v) Personal information processing security is guaranteed in the following manners:

1. Effective technical and management measures shall be taken to ensure the security of personal information, including protection against accidental or unlawful destruction, loss, falsification, unauthorized provision or access to personal information (hereinafter referred to as "data breach"). In order to fulfil this obligation, the technical and management measures set out in Clause 2(iv) shall be taken. Regular checks shall be conducted to ensure that these measures continue to maintain an adequate level of security.

2. Persons authorized to handle personal information shall be ensured to fulfil their confidentiality obligations and a minimum authorized access control policy shall be established so that the aforementioned persons only have access to the minimum necessary personal information required for their duties and only have the minimum data manipulation rights required to fulfil their duties.

(vi) In the event of a data breach of personal information processed, it will:

1. promptly take appropriate remedial measures to mitigate the adverse impact on the personal information subject.

2. Immediately inform the personal information handler and

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| <p>容：</p> <p>(1) 个人信息泄露的原因；</p> <p>(2) 泄露的个人信息种类和可能造成的危害；</p> <p>(3) 已采取的补救措施；</p> <p>(4) 个人可以采取的减轻危害的措施；</p> <p>(5) 负责处理数据泄露的负责人或负责团队的联系方式。</p> <p>3. 相关法律法规要求通知个人信息主体的，通知的内容包含前述第2项的内容；</p> <p>4. 记录并留存所有与数据泄露有关的事实及其影响，包括采取的所有补救措施；</p> <p>5. 受个人信息处理者委托处理个人信息时，由个人信息处理者承担前述第3项所规定的向个人信息主体通知的义务。</p> <p>(七) 不将个人信息提供给位于中华人民共和国境外的第三方，除非同时符合以下要求：</p> <p>1. 确有业务需要提供个人信息；</p> <p>2. 已告知个人信息主体该第三方身份、联系方式、处理目的、处理方式、个人信息种类以及行使个人信息主体权利的方式和程序等事项，并已取得个人单独同意，相关法律法规规定无需取得个人单独同意的除外；涉及敏感个人信息的，向个人信息主</p> | <p>report to the regulatory institutions of the People’s Republic of China as required by relevant laws and regulations. The notification shall contain the following elements:</p> <p>(a) Reasons for the leakage of personal information;</p> <p>(b) The category of personal information leaked and the harm it may cause;</p> <p>(c) The remedial measures taken;</p> <p>(d) Measures that can be taken by individuals to mitigate harm;</p> <p>(e) Contact information of the person responsible for handling the data breach or the team responsible.</p> <p>3. Where the relevant laws and regulations require notification of the personal information subject, the content of the notification shall include the content of the preceding subparagraph 2.</p> <p>4. Document and retain all facts relating to the data breach and its impact, including all remedial measures taken;</p> <p>5. When entrusted by the personal information handler to process personal information, the personal information handler shall assume the obligation to notify the personal information subject as stipulated in the subparagraph 3.</p> <p>(vii) Personal information must not be provided to third parties outside the territory of the People's Republic of China, unless the following requirements are met at the same time:</p> <p>1. There are true commercial needs to provide personal information;</p> <p>2. The personal information subject has been informed of the identity of the third party, contact information, the purposes of processing, the methods of processing, the categories of personal</p> |
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体告知传输敏感个人信息的必要性及对个人的影响；涉及不满十四周岁未成年人个人信息的，取得未成年人的父母或者其他监护人的同意；法律、行政法规规定应当取得书面同意的，取得书面同意，相关法律法规规定无需取得书面同意的除外。在难以告知或者难以取得个人信息主体单独同意人信息主体或者取得个人信息主体单独同意；

3.与第三方达成书面协议，以保障第三方对个人信息的保护水平不低于中华人民共和国相关法律法规规定的个人信息保护标准，并承担因再提供而可能导致对个人信息主体造成损害的连带责任；

4.向个人信息处理者提供该协议副本。

(八)受个人信息处理者委托处理个人信息，转委托第三方处理时，事先征得个人信息处理者同意；确保转委托的第三方不超出本合同附录一“个人信息出境说明”中约定的处理目的、处理方式等处理个人信息，并对该第三方的个人信息处理活动进行监督。

(九)利用个人信息进行自动化决策，保证决策的透明度和结果公平、公正，不对个人在交易价格等交易条件上实行不合理的差别待遇。通过自动化决策方式向个人进行信息推送、商业营销，同时提供不针对其

information and the manner and procedure for exercising the rights of the personal information subject, and has obtained the individual's separate consent, except where relevant laws and regulations provide that the individual's separate consent is not required; where sensitive personal information is involved, the personal information subject shall be informed of the necessity of transmitting sensitive personal information and the impact on the individual; where the personal information of a minor under the age of fourteen is involved, the consent of the minor's parents or other guardian has been obtained; where written consent is required by relevant laws or administrative regulations, written consent has been obtained, except where relevant laws and regulations provide that written consent is not required;

3. Entering into written agreements with third parties to ensure that the third party's level of personal information protection is not lower than the standard of personal information protection stipulated in the relevant laws and regulations of the People's Republic of China, and assuming joint and several liability for damages that may be caused to the personal information subject as a result of re-supply;

4. Providing a copy of the agreement for the personal information handler.

(viii) When entrusted by a personal information handler to process personal information, and when sub-entrusting a third party to process the personal information, the prior consent of the personal information handler shall be obtained; ensuring that the sub-entrusted third party shall not process personal information beyond the processing purposes and manners as agreed in the "The Instructions for Personal Information Outbound Transfer" in Appendix I of this Contract, and supervise the personal information processing activities of the third party.

(ix) When using personal information for automated

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| <p>个人特征的选项，或者提供便捷的拒绝方式。</p> <p>(十) 承诺向个人信息处理者提供所有必要的信息，用以证明遵守本合同中规定的义务，允许个人信息处理者对数据文件和文档进行查阅，或对本合同涵盖的处理活动进行审计。在决定进行查阅或审计时，为个人信息处理者自行开展或者委托第三方开展的审计提供便利，并按个人信息处理者的要求向其提供所持有的个人信息保护方面的资质认证情况。</p> <p>(十一) 对开展的个人信息处理活动进行客观记录，保存记录至少 3 年；按相关法律法规要求直接或通过个人信息处理者向监管机构提供相关记录文件。</p> <p>(十二) 同意在监督本合同实施的相关程序中接受监管机构的监督管理，包括但不限于答复监管机构询问，配合监管机构检查，服从监管机构采取的措施或作出的决定，并提供已采取必要行动的书面证明。</p> | <p>decision-making, transparency in decision-making and fair and equitable outcomes shall be ensured, and it shall not give unreasonable differential treatment to individuals in terms of trading price or other trading conditions. Where information push or commercial marketing to individuals is conducted by means of automated decision-making, options not specific to individuals' characteristics shall be provided simultaneously, or convenient ways to refuse shall be provided to individuals.</p> <p>(x) It covenants to provide the personal information handler with all the necessary information to demonstrate compliance with the obligations set out in this Contract, to allow the personal information handler consult data files and documents, or to audit the processing activities covered by this Contract. When deciding to carry out a consultation or audit, the audits carried out by the personal information handler itself or by a third party shall be facilitated, and upon request by the personal information handler, the personal information protection certification it holds shall be provided.</p> <p>(xi) Objective records of the personal information processing activities shall be carried out and the records shall be preserved for at least three years; relevant record documents shall be provided to the regulatory institutions directly or through personal information handlers as required by relevant laws and regulations.</p> <p>(xii) Agree to be subject to the supervision and management of the regulatory institutions in the relevant procedures for monitoring the implementation of this Contract, including but not limited to responding to the regulatory institutions' enquiries, cooperating with the regulatory institution's inspections, complying with the measures taken or decisions made by the regulatory institutions and providing written proof that the necessary actions have been taken.</p> |
| <p>第四条 当地个人信息保护政策法规对遵守本合同条款的影响</p> | <p>Clause 4 Impact of local personal information protection policies and regulations on compliance with the</p> |

(一) 双方在此保证, 经过合理努力仍不知晓境外接收方所在国家或者地区的个人信息保护政策法规 (包括任何提供个人信息的要求或授权公共机关访问个人信息的规定), 会阻止境外接收方履行本合同规定的义务。

(二) 双方在此声明, 在提供第四条第(一)款中的保证时, 已经考虑了以下要素:

1. 出境的具体情况, 包括涉及传输的个人信息类型、数量、范围及敏感程度、传输的规模和频率、个人信息传输及境外接收方保存的期限、个人信息处理目的、境外接收方此前类似的个人信息跨境传输和处理相关经验、境外接收方是否曾发生数据安全相关事件及是否进行了及时有效地处置、境外接收方是否曾收到其所在国家或者地区公共机关要求其提供个人信息请求及境外接收方应对的情况;

2. 境外接收方所在国家或者地区的个人信息保护政策法规, 包括以下要素:

(1) 该国家或地区现行的个人信息保护法律法规及普遍适用的标准情况;

(2) 该国家或地区加入的区域或全球性的个人信息保护方面的组织, 以及所做出的具有约束力的国际承诺;

terms of this Contract

(i) Both parties hereby warrant that they are not aware, after reasonable efforts, of any personal information protection policies or regulations (including any requirements to provide personal information or to authorize public authorities to access personal information) in the overseas recipient's country or region that would prevent the overseas recipient from performing its obligations under this Contract.

(ii) Both parties hereby declare that the following elements have been taken into account in providing the warranties in Clause 4(i).

1. The specific circumstances of the outbound transfer, including the category, quantity, scope and sensitivity of the personal information involved in the transfer, the scale and frequency of the transfer, the transmission of personal information and retention periods by the overseas recipient, the purposes of the personal information processing, the previous experience of the overseas recipient in similar cross-border transfers and processing of personal information, whether any data security-related incidents have occurred at the overseas recipient and whether they have been dealt with in a timely and effective manner, whether the overseas recipient has received requests for personal information from public authorities in the country or region where it is located and the overseas recipient's response.

2. The personal information protection policies and regulations of the country or region where the overseas recipient is located, including the following elements:

(a) Information on the laws and regulations and generally applicable standards for personal information protection in force in that country or region;

(b) Regional or global organizations and binding international commitments entered into by such

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| <p>(3) 该国家或地区落实个人信息保护的机制，如是否具备个人信息保护的监督执法机构和相关司法机构等。</p> <p>3. 境外接收方安全管理制度和技术手段保障能力。</p> <p>(三) 境外接收方保证，在根据第四条第(二)款进行评估时，已尽最大努力为个人信息处理者提供了必要的相关信息。</p> <p>(四) 双方应记录根据第四条第(二)款进行的评估过程和结果。</p> <p>(五) 因境外接收方所在国家或地区的个人信息保护政策法规发生变化(包括境外接收方所在国家或地区更改法律，或者采取强制性措施)导致境外接收方无法履行本合同的，境外接收方应在知道前述变化后立即通知个人信息处理者。</p> | <p>country or region in terms of personal information protection;</p> <p>(c) The mechanism for implementing personal information protection in the country or region, such as whether there are supervision and law enforcement agencies and relevant judicial agencies to protect personal information, etc.</p> <p>3. The security management system and technical means guarantee capability of the overseas recipient.</p> <p>(iii) the overseas recipient warrants that, at the time of the assessment under Clause 4(ii), it has made its best efforts to provide the personal information handler with the necessary and relevant information.</p> <p>(iv) Both parties shall document the process and results of the assessment conducted under Clause 4(ii).</p> <p>(v) If the overseas recipient is unable to perform this contract due to changes in the personal information protection policies and regulations of the overseas recipient's country or region (including changes in the laws of the overseas recipient's country or region, or the adoption of mandatory measures), the overseas recipient shall notify the personal information handler of the aforementioned changes as soon as it becomes aware of them.</p> |
| <p>第五条 个人信息主体的权利</p> <p>双方承认，按照相关法律法规赋予个人信息主体作为第三方受益人执行本合同中双方关于个人信息保护义务的权利。</p> <p>(一) 个人信息主体依据相关法律法规，拥有知情权、决定权、限制或拒绝他人对其个人信息进行处理</p> | <p>Clause 5 Rights of personal information subject</p> <p>Both parties acknowledge that their personal information protection obligations shall be performed hereunder, in accordance with relevant laws and regulations entitling the personal information subject as a third-party beneficiary.</p> <p>(i) According to relevant laws and regulations, personal information subjects have the right to know, the right to decide, the right to restrict or reject others' processing of their personal</p> |

的权利、查阅权、复制权、更正与补充的权利、删除权，以及要求对其个人信息处理规则进行解释说明的权利。

(二) 当个人信息主体要求对已经出境的个人信息行使上述权利时，个人信息主体可以请求个人信息处理者采取适当措施实现，或直接向境外接收方提出请求。个人信息处理者无法实现的，应当通知并要求境外接收方协助实现。

(三) 境外接收方应当按照个人信息处理者的通知，或根据个人信息主体的请求，在合理时限内实现个人信息主体依照相关法律法规行使的权利。

境外接收方应当以显著方式、清晰易懂的语言真实、准确、完整地告知个人信息主体相关信息。

(四) 如个人信息主体提出过多或不合理要求，尤其是具有重复性的要求，境外接收方可在考虑到要求获准的执行和操作成本后，可以收取合理的费用，或拒绝按其要求行事。

(五) 如境外接收方拟拒绝个人信息主体的请求，应告知个人信息主体其拒绝的原因，以及个人信息主体向相关监管机构提出投诉、寻求司法救济的途径。

(六) 个人信息主体作为本合同第三方受益人有权向个人信息处理者和境外接收方任何一方主张并

information, the right to consult, the right to duplicate, the right to correct and supplement, the right to delete, and the right to request explanations on their personal information processing rules.

(ii) When the personal information subject requests to exercise the above-mentioned rights to the outbound transferred personal information, the personal information subject may request the personal information handler to take appropriate measures for realization, or directly make a request to the overseas recipient. If the personal information handler is unable to realize it, it shall notify and request the overseas recipient to assist in realization.

(iii) The overseas recipient shall, as notified by the personal information handler or requested by a personal information subject, realize the rights exercised by the personal information subject in accordance with relevant laws and regulations within a reasonable time limit.

The overseas recipient shall truthfully, accurately and completely notify the personal information subject of relevant information in a conspicuous manner and in intelligible language.

(iv) If the personal information subject makes excessive or unreasonable requests, especially repeated requests, the overseas recipient may charge a reasonable fee or refuse to comply with the request, considering the implementation and operational costs of the request.

(v) If the overseas recipient intends to reject the requests of personal information subject, it shall notify the personal information subject of its reasons for refusal and the channels for the personal information subject to lodge complaints to the relevant regulatory institutions and seek judicial remedy.

(vi) As the third-party beneficiary of this Contract, the personal information subject has the right to claim and require the

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| <p>要求履行本合同项下与个人信息主体权利相关的下列条款：</p> <p>1. 第二条，但第二条第（四）款、第（五）款、第（六）款、第（十）款除外；</p> <p>2. 第三条，但第三条第（六）款第 2 项和第 4 项、第（八）款、第（十）款、第（十一）款、第（十二）款除外；</p> <p>3. 第四条；</p> <p>4. 第六条；</p> <p>5. 第七条；</p> <p>6. 第八条第（三）款、第（四）款、第（六）款；</p> <p>7. 第九条第（四）款、第（六）款。</p> | <p>performance of the following clauses related to the rights of the personal information subject under this Contract from either the personal information handler or the overseas recipient:</p> <ol style="list-style-type: none"> 1. Clause 2, except Clauses 2(iv), 2(v), 2(vi) and 2(x); 2. Clause 3, except Clauses 3(vi)(2), 3(vi)(4), 3(viii), 3(x), 3(xi) and 3(xii); 3. Clause 4; 4. Clause 6; 5. Clause 7; 6. Clauses 8(iii), 8(iv), 8(vi); 7. Clauses 9(iv), 9(vi). |
| <p>第六条 救济</p> <p>（一）境外接收方应在组织内部确定一个联系人，授权其答复有关个人信息处理的询问或投诉，并应及时处理个人信息主体的任何询问或投诉。境外接收方应将联系人信息告知个人信息处理者，并以简单易懂的方式，通过单独通知或在其网站公告，告知个人信息主体该联系人信息，具体为：</p> <p><u>联系人及联系方式（办公电话或电子邮箱）</u></p> <p>（二）双方同意，如个人信息主体与其中一方在遵守本合同方面</p> | <p>Clause 6 Remedy</p> <p>（i）The overseas recipient shall identify a contact person within the organization authorized to respond to enquiries or complaints concerning the personal information processing, and shall promptly handle any enquiries or complaints from the personal information subject. The overseas recipient shall inform the personal information handler of the contact information and inform the personal information subject of the contact information in a simple and understandable manner through a separate notice or an announcement on its website, as follows:</p> <p><u>Contact person and contact details (office phone or email)</u></p> <p>（ii）Both parties agree that in the event of a dispute concerning compliance with this Contract between the personal information subject and either party, they shall notify each other of</p> |

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| <p>发生争议，应互相通知对方有关情况，并合作以及时解决争议。</p> <p>（三）如争议未能友好解决，而个人信息主体根据第六条第（二）款规定行使第三方受益人的权利，境外接收方接受个人信息主体的下列维权维权主张：</p> <ol style="list-style-type: none"> 1.向监管机构提出投诉； 2.向第九条第（四）款中规定的法院提起诉讼。 <p>（四）境外接收方同意有关个人信息主体就本合同争议的解决依据为中华人民共和国相关法律法规。</p> <p>（五）境外接收方同意个人信息主体所作的维权选择不会减损个人信息主体根据其他法律法规寻求救济的实体性或程序性权利。</p> | <p>the relevant situation and cooperate to resolve the dispute timely.</p> <p>(iii) If the dispute cannot be amicably settled and the personal information subject exercises the rights of a third-party beneficiary in accordance with Clause 6(ii), the overseas recipient shall accept the following rights and interests claims of the personal information subject:</p> <ol style="list-style-type: none"> 1. Lodging complaints to regulatory institutions; 2. Filing a lawsuit with the court specified in Clause 9(iv). <p>(iv) The overseas recipient agrees that the settlement of disputes with the relevant personal information subjects under this Contract shall be based on the relevant laws and regulations of the People's Republic of China.</p> <p>(v) The overseas recipient agrees that the personal information subject's choice of safeguarding his or her rights shall not impair the substantive or procedural rights of the personal information subject to seek remedy under other laws and regulations.</p> |
| <p>第七条 合同解除</p> <p>（一）如果境外接收方违反本合同规定的义务，则个人信息处理者可以暂停向境外接收方传输个人信息，直到违约行为被更正或合同被解除。</p> <p>（二）出现下列情形之一的，个人信息处理者有权解除本合同，并在必要时通知监管机构：</p> <ol style="list-style-type: none"> 1.个人信息处理者根据第七条第（一）款的规定暂停向境外接收方 | <p>Clause 7 Termination of the Contract</p> <p>(i) If the overseas recipient breaches its obligations under this Contract, the personal Information handler may suspend the transmission of personal information to the overseas recipient until the breach is corrected or the Contract is terminated.</p> <p>(ii) Under any of the following circumstances, the personal information handler has the right to terminate this Contract and notify the regulatory institution when necessary:</p> <ol style="list-style-type: none"> 1. The personal information handler suspends the transmission of personal information to the overseas recipient for more than one month in accordance with |

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| <p>传输个人信息的时间超过一个月；</p> <p>2. 境外接收方遵守本合同将违反其所在国家的法律规定；</p> <p>3. 境外接收方严重或持续违反本合同规定的义务；</p> <p>4. 根据境外接收方的主管法院或监管机构作出的不能上诉的终局性决定，境外接收方或个人信息处理者违反了本合同的规定；</p> <p>5. 境外接收方破产、解散或清算：无论是以个人还是组织名义提出的有关境外接收方依法解散的请求未在法定期限内被驳回；境外接收方作出解散决定；境外接收方被指定破产管理人；境外接收方自行开展破产、解散或清算程序；境外接收方在其国家或地区出现类似情况；</p> <p>在前述第 1、2 或 4 项的情况下，境外接收方也可以解除本合同。</p> <p>（三）如果监管机构按照相关法律法规作出个人信息出境相关的决定，例如个人信息出境安全评估等导致本合同无法执行的，则任何一方均可解除本合同。</p> <p>（四）经双方当事人同意解除合同，但本合同的解除并不免除其在个人信息处理过程中的个人信息保护义务。</p> | <p>Clause 7(i);</p> <p>The overseas recipient's compliance with this Contract will violate the laws and regulations of the</p> <ol style="list-style-type: none"> 2. country where it is located; 3. The overseas recipient is in serious or persistent breach of its obligations under this Contract; <p>According to the final decision which cannot be appealed by the competent courts or the regulatory</p> <ol style="list-style-type: none"> 4. institutions of the overseas recipient, the overseas recipient or the personal information handler violates the provisions of this Contract; 5. Bankruptcy, dissolution or liquidation of the overseas recipient: no matter in the name of an individual or an organization, the request for dissolution of the overseas recipient in accordance with law has not been rejected within the legal time limit; the overseas recipient makes a decision on dissolution; the overseas recipient is appointed a bankruptcy administrator; the overseas recipient carries out bankruptcy, dissolution or liquidation procedures on its own; the similar circumstances occur in the overseas recipient's own country or region; <p>In the case of subparagraph 1, 2 or 4 mentioned above, the overseas recipient can also terminate this Contract.</p> <p>(iii) Either party may terminate the Contract if the regulatory institution makes decisions related to the personal information outbound transfer in accordance with relevant laws and regulations, e.g. the Personal Information Outbound Transfer Security Assessment which results in the unenforceability of the Contract.</p> <p>(iv) Both parties agree to terminate the contract, but the termination of this Contract does not exempt the parties from the obligation of personal information protection in the process of</p> |
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| <p>(五) 合同解除时, 境外接收方应及时返还、销毁或匿名化处理其根据本合同所接收到的个人信息, 并提供已经销毁或者匿名化处理的审计报告。</p> | <p>personal information processing.</p> <p>(v) Upon termination of the contract, the overseas recipient shall promptly return, destroy or anonymize the personal information it has received under this Contract and provide the audit report on the destroyed or anonymized personal information.</p> |
| <p>第八条 违约责任</p> <p>(一) 双方应就其因违反本合同而给对方造成的任何损害向另一方承担责任。</p> <p>(二) 双方之间的责任限于非违约方所遭受的损失。</p> <p>(三) 每一方因违反本合同而侵害个人信息主体作为第三方受益人而享有的权利, 应当对个人信息主体承担责任; 个人信息主体有权获得赔偿。这不影响个人信息处理者在相关法律法规项下应承担的责任。</p> <p>(四) 个人信息处理者和境外接收方对因违反本合同而共同对个人信息主体造成的任何物质或非物质损害负责的, 个人信息处理者和境外接收方应对个人信息主体承担连带责任。</p> <p>(五) 双方同意, 如果一方(“赔偿方”)因另一方(“被追偿方”)对违反本合同的行为对个人信息主体承担连带责任且赔偿方承担的连带责任超过其应承担的责任份额, 则赔偿方有权向被追偿方追偿。</p> <p>(六) 尽管有第八条第(三)</p> | <p>Clause 8 Liability for breach of the contract</p> <p>(i) Each party shall be liable to the other party for any damage caused to the other Party by its breach of this Contract.</p> <p>(ii) The liability between the parties is limited to the losses suffered by the non-breaching party.</p> <p>(iii) Each party shall be liable to the personal information subject for infringement of the rights enjoyed by the personal information subject as a third-party beneficiary due to breach of this Contract; the personal information subject is entitled to compensation. This shall not affect the duties of personal information handlers under relevant laws and regulations.</p> <p>(iv) If the personal information handler and the overseas recipient are jointly liable for any material or immaterial damage caused to the personal information subject due to the breach of this Contract, the personal information handler and the overseas recipient shall be jointly and severally liable to the personal information subject.</p> <p>(v) Both parties agree that if one party (the “Indemnifying Party”) is jointly and severally liable to the personal information subject by reason of the other Party (the “Recovered Party”) for breach of this Contract, and the joint and several liability held by the Indemnifying Party exceeds its share of liability, the Indemnifying Party shall have the right to recover from the Recovered Party.</p> <p>(vi) Notwithstanding the provisions of Clauses 8(iii) and 8(iv), the personal information handler shall be liable to the</p> |

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| <p>款和第八条第（四）款的规定，个人信息处理者应就境外接收方因违反本合同而对个人信息主体造成的任何物质和非物质损失向个人信息主体负责，个人信息主体有权向其主张损害赔偿赔偿责任。</p> <p>（七）双方同意，个人信息处理者根据第八条第（六）款因境外接收方造成的损害承担责任的，有权向境外接收方追偿。</p> | <p>personal information subject for any material or non-material loss caused to the personal information subject by the overseas recipient due to its breach of the Contract, and the personal information subject shall have the right to claim damages from the personal information handler.</p> <p>(vii) Both parties agree that if the personal information handler is liable for damage caused by the overseas recipient in accordance with Clause 8(vi), it shall have the right to recover from the overseas recipient.</p> |
| <p>第九条 其他</p> <p>（一）如果本合同在达成或签订时与合同双方已存在的任何其他协议发生冲突，本合同的条款优先适用。</p> <p>（二）本合同适用于中华人民共和国相关法律法规。</p> <p>（三）由一方向其它方发出的所有通知以电子邮件、电报、电传、传真（以航空信件寄送确认副本）或航空挂号信迅速发往或寄往（<u>具体地址</u>）或书面通知取代该地址的其它地址。如用航空挂号信寄出本合同项下的通知或通讯，则应在邮戳日期后的天视为收讫，如用电子邮件、电报、电传或传真发出，则应在发出以后的个工作日视为收讫。</p> <p>（四）个人信息主体作为第三方受益人向个人信息处理者或境外接收方提起诉讼的，应当根据《中华人民共和国民事诉讼法》的规定确定管辖。</p> | <p>Clause 9 Others</p> <p>(i) In the event of a conflict between this Contract and any other existing agreements between the parties at the time of its conclusion or execution, the clauses of this Contract shall prevail.</p> <p>(ii) This Contract shall be governed by the relevant laws and regulations of the People's Republic of China.</p> <p>(iii) All notices given by one party to the other party shall be sent to or posted promptly to (<u>insert the specific address</u>) or any other address by written notice in lieu of that address by E-mail, cable, telex, facsimile (a confirmed copy sent by airmail) or registered airmail. Notices or communications under this Contract shall be deemed to have been received on the ____ day after the date of the postmark if sent by registered airmail or on ____ working day after the date of sending by E-mail, telegram, telex or facsimile.</p> <p>(iv) If the personal information subject as a third-party beneficiary files a lawsuit against the personal information handler or the overseas recipient, the jurisdiction shall be determined in accordance with the <i>Civil Procedure Law of the People's Republic of China</i>.</p> <p>(v) Disputes arising out of the Contract between the personal</p> |

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| <p>(五) 个人信息处理者和境外接收方对于双方因合同产生的纠纷以及任何一方因先行赔偿个人信息主体损害赔偿而向另一方的追偿, 应由双方协商解决; 协商不成的, 任何一方可以采取下列第____种方式加以解决 (如选择仲裁, 请勾选仲裁机构):</p> <p>1. 仲裁。将该争议提交</p> <p><input type="checkbox"/> 中国国际经济贸易仲裁委员会</p> <p><input type="checkbox"/> 中国海事仲裁委员会</p> <p><input type="checkbox"/> 北京仲裁委员会 (北京国际仲裁中心)</p> <p><input type="checkbox"/> 其他《承认及执行外国仲裁裁决公约》成员的仲裁机构_____</p> <p>按其届时有效的仲裁规则在____ (仲裁地点) 进行仲裁;</p> <p>2. 诉讼。依法向中国有管辖权的人民法院提起诉讼。</p> <p>(六) 本合同应按照相关法律法规的规定进行解释, 不得以与相关法律法规规定的权利、义务相抵触的方式解释本合同。</p> <p>(七) 本合同正本一式____份, 个人信息处理者和境外接收方各执____份, 其法律效力相同。</p> <p>(八) 本合同经双方正式签署后成立并立即生效。</p> | <p>information handler and the overseas recipient and any claim made by either party to the other party for first compensating the personal information subject's liability for damages shall be settled by the two parties through negotiation. If no settlement can be reached through negotiation, either party may adopt the methods as follows (for arbitration, please tick the arbitration institution):</p> <p>1. The arbitration. Submit the dispute to</p> <p><input type="checkbox"/> China International Economic and Trade Arbitration Commission</p> <p><input type="checkbox"/> China Maritime Arbitration Commission</p> <p><input type="checkbox"/> Beijing Arbitration Commission (Beijing International Arbitration Center)</p> <p><input type="checkbox"/> Other arbitral institutions that are members of the <i>Convention on the Recognition and Enforcement of Foreign Arbitral Awards</i> _____</p> <p>Arbitration shall be conducted at _____ (the place of arbitration) in accordance with its arbitration rules valid at that time;</p> <p>2. A lawsuit. File a lawsuit with a people's court that has jurisdiction over the case in accordance with law.</p> <p>(vi) This Contract shall be interpreted in accordance with the provisions of relevant laws and regulations and shall not be interpreted in a manner inconsistent with the rights and obligations prescribed by relevant laws and regulations.</p> <p>(vii) The Contract shall be served in _____ copies, the personal information handler and the overseas recipient separately hold _____ copy/ies, with equal legal effect validity.</p> <p>(viii) This Contract shall come into effect immediately after being formally signed by both parties.</p> |
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| <p>本合同由个人信息处理者和境外接收方在_____签订。</p> <p>个人信息处理 者:_____ (盖章)</p> <p>法定代表人 / 委托代理 人:_____ (签字或盖章)</p> <p>____年____月____日</p> <p>境外接收方: _____ (盖章)</p> <p>法定代表人 / 委托代理人: _____ (签字或盖章)</p> <p>____年____月____日</p> | <p>This Contract is signed in _____ between the personal information handler and the overseas recipient.</p> <p>Personal information handler: _____ (Seal)</p> <p>Legal representative/ Authorized representative: _____ (Signature or Seal)</p> <p>_____(Day)_____(Month)_____(Year).</p> <p>Overseas Recipient: _____ (Seal)</p> <p>Legal representative/ Authorized representative: _____ (Signature or Seal)</p> <p>_____(Day)_____(Month)_____(Year).</p> |
| <p>附录一</p> <p>个人信息出境说明</p> <p>根据本合同向境外提供个人信息的详情约定如下:</p> <p>(一) 传输的个人信息属于下列类别的个人信息主体:</p> <p>(二) 传输是为了以下目的:</p> <p>(三) 传输个人信息的数量:</p> <p>(四) 出境个人信息类别 (参考 GB/T35273《信息安全技术 个人信息安全规范》和相关标准):</p> <p>(五) 出境敏感个人信息类别 (如适用, 参考 GB/T35273《信息安全技术 个人信息安全规范》和相关标准):</p> <p>(六) 境外接收方传输的个人信</p> | <p>Appendix I</p> <p>The Instruction for Personal Information Outbound Transfer</p> <p>The details of the outbound provision of personal information under this Contract are as follows:</p> <p>(i) The personal information transmitted belongs to the following categories of personal information subjects:</p> <p>(ii) Transmission is for the following purposes:</p> <p>(iii) The amount of personal information transmitted:</p> <p>(iv) Categories of personal information outbound transfer (refer to <i>GB/T35273 Information Security Technology Specification On Personal Information Security</i> and relevant standards):</p> <p>(v) Categories of sensitive personal information outbound transfer (refer to <i>GB/T35273 Information Security Technology Specification On Personal Information Security</i> and relevant</p> |

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| <p>息只向以下接收方提供：</p> <p>（七）传输方式：</p> <p>（八）出境后存储时间：</p> <p>（九）出境后存储地点：</p> <p>（十）其他事项（视情况填写）：</p> | <p>standards, if applicable) :</p> <p>(vi) The personal information transmitted by the overseas recipient shall only be provided to the following recipients:</p> <p>(vii) Transmission mode:</p> <p>(viii) Storage time after outbound transfer:</p> <p>(ix) Storage location after outbound transfer:</p> <p>(x) Others (fill in as appropriate):</p> |
| <p>附录二</p> <p>双方约定的其他条款（如需要）</p> | <p>Appendix 2</p> <p>Other Terms Agreed by Both Parties (if necessary)</p> |



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