

Data Protection and Cybersecurity Alert:

Long-awaited China SCC Issued, Countdown to Implementation on June 1st with Six Months' Grace Period

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Eight months after the issue of the draft version of China's standard contract for cross-border transfer of personal information ("China SCC"), on February 24, 2023, the Cyberspace Administration of China ("CAC") officially released the final version, together with the *Measures for Standard Contract of Cross-border Transfer of Personal Information* ("Measures", 《个人信息出境标准合同办法》 in Chinese).

The Measures with China SCC attached will come into force on June 1, 2023, the sixth anniversary of the implementation of the *Cybersecurity Law of the People's Republic of China*. Meanwhile, six months' grace period is provided, as according to the Measures, if the personal information ("PI") export activities that have been carried out before the implementation of the Measures do not conform to the requirements thereunder, rectification shall be completed within 6 months from June 1, 2023.

This alert will introduce the Measures from a practical perspective for reference by enterprises, especially multinationals, with the needs for international PI transfer.

I. Application Scope

According to the Measures, a PI handler (basically equivalent to data controller under the GDPR) could provide PI outside of China by entering into the China SCC 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 *Security Assessment Measures for Cross-border Data Transfer*. That means, if any of the above conditions is not satisfied, the mandatory assessment will be triggered.

It is worth noting that compared with the draft version, the final version further stipulates that "PI handler shall not resort to quantitative splitting or other means to provide PI overseas that is legally required to pass a cross-border transfer security assessment by entering into a SCC".

II. Terms of China SCC

In general, China SCC mainly includes nine sections regarding (1) the relevant definition and basic elements of the contract; (2) contractual obligations of the PI handler and the overseas recipient; (3) the impact of the personal information protection policies and regulations of the country or region

where the overseas recipient is located on the performance of the contract; (4) the rights and related remedies of the PI subject; and (5) the termination of the contract, liability for breach of contract, dispute resolution and other matters.

Meanwhile, two appendices are provided with one is to fill in the basic information of the transfer of PI, such as the purpose, method of processing, the categories of PI to be exported, location of storage and retention period, etc., and another is to add other terms agreed upon by both parties. Notably, the terms of China SCC cannot be changed, and other terms that the PI handler may agree with the overseas recipient shall not be in conflict with the terms of China SCC as well.

Unlike the EU SCCs, which have four modules based on the roles of data provider and recipient, China SCC adopts a one-stop structure. This does not mean that China SCC 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; 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.

Compared with the draft version, the final version adds an obligation of the overseas recipient, that is, the overseas recipient shall immediately notify the PI handler if it receives the request of the government department or judicial institution of the country or region where it is located regarding the provision of PI under such China SCC.

III. Filing System

Same as the draft version, according to the Measures, 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 personal information protection impact assessment (“PIPIA”, which is similar to DPIA under the GDPR) 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. How to Conduct PIPIA?

Echoing to Article 55 and 56 of the *Personal Information Protection Law of the People’s Republic of China* (“PIPL”), the Measures specifies the factors to be assessed when conducting PIPIA with respect to the scenario of cross-border transfer of PI:

- (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 falsification, damage, leakage, loss and illegal use, 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.

V. Re-signing of China SCC

The Measures specifies in Article 8 that, if any of the following circumstances occurs during the validity period of the contract, a new PIPIA shall be conducted, and China SCC shall be re-concluded and filed with the authority:

- (1) changes in the purpose, scope, type, sensitivity, manner, and place of storage of PI provided abroad or in the use or manner of processing PI by the overseas recipient, or extension of the storage period of PI abroad;
- (2) changes in the policies and regulations on the protection of PI in the country or region where the overseas recipient is located, etc. that may affect the PI related rights and interests; or
- (3) any other circumstances that may affect the PI related rights and interests.

VI. Legal Liability

Pursuant to the Measures, any violation of the Measures shall be dealt with in accordance with the PIPL and other relevant laws and regulations; and if a crime is constituted, criminal liability shall be pursued accordingly.

Meanwhile, as a new provision in the final version, it is provided that if the Cyberspace Administration at or above the provincial level finds that there is a greater risk in the PI export activities, or that a PI security incident has occurred, it may conduct an interview with the PI handler in accordance with the law. The PI handler shall make rectification then.

VII. Looking Forward

Along with the release of the official version of China SCC, China's cross-border PI transfer regime is finally established, as the security assessment and certification approaches for international PI transfer have been implemented so far.

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 get prepared for the implementation of the Measures, assessing the applicability of China SCC and conducting PIPIA during the grace period.

Appendix 1: Measures for Standard Contract of Cross-border Transfer of Personal Information (“Measures”)

个人信息出境标准合同办法	<i>Measures for Standard Contract of Cross-Border Transfer of Personal Information</i>
<p>第一条</p> <p>为了保护个人信息权益，规范个人信息出境活动，根据《中华人民共和国个人信息保护法》等法律法规，制定本办法。</p>	<p>Article 1</p> <p>In order to protect the rights and interests of personal information and regulate cross-border transfer of personal information activities, the Measures are formulated in accordance with the <i>Personal Information Protection Law of the People's Republic of China</i> and other laws and regulations.</p>
<p>第二条</p> <p>个人信息处理者通过与境外接收方订立个人信息出境标准合同（以下简称标准合同）的方式向中华人民共和国境外提供个人信息，适用本办法。</p>	<p>Article 2</p> <p>The Measures shall apply to any personal information handler entering into a standard contract (“SCC”) for cross-border transfer of personal information outside of the People’s Republic of China.</p>
<p>第三条</p> <p>通过订立标准合同的方式开展个人信息出境活动，应当坚持自主缔约与备案管理相结合、保护权益与防范风险相结合，保障个人信息跨境安全、自由流动。</p>	<p>Article 3</p> <p>When personal information is transferred overseas by means of a SCC, the combination of independent contracting and recording management, the protection of rights and interests and the prevention of risks should be adhered to, so as to guarantee the security and free flow of personal information across borders.</p>
<p>第四条</p> <p>个人信息处理者通过订立标准合同的方式向境外提供个人信息的，应当同时符合下列情形：</p> <p>(1) 非关键信息基础设施运营</p>	<p>Article 4</p> <p>Where a personal information handler provides personal information overseas by entering into a SCC, the following conditions shall be met at the same time:</p> <p>(1) It is not a critical information infrastructure operator;</p> <p>(2) It processes the personal information of less than 1 million individual;</p>

<p>者；</p> <p>(2) 处理个人信息不满 100 万人的；</p> <p>(3) 自上年 1 月 1 日起累计向境外提供个人信息不满 10 万人的；</p> <p>(4) 自上年 1 月 1 日起累计向境外提供敏感个人信息不满 1 万人的。</p> <p>法律、行政法规或者国家网信部门另有规定的，从其规定。</p> <p>个人信息处理者不得采取数量拆分等手段，将依法应当通过出境安全评估的个人信息通过订立标准合同的方式向境外提供。</p>	<p>(3) It has cumulatively transferred overseas the personal information of less than 100,000 individuals since January 1 of the previous year; and</p> <p>(4) It has cumulatively transferred overseas the sensitive personal information of less than 10,000 individuals since January 1 of the previous year.</p> <p>Where otherwise provided by law, administrative regulations or the Cyberspace Administration of China, such provisions shall apply.</p> <p>Personal information handlers shall not resort to quantitative splitting or other means to provide personal information overseas that is legally required to pass a cross-border transfer security assessment by entering into a SCC.</p>
<p>第五条</p> <p>个人信息处理者向境外提供个人信息前，应当开展个人信息保护影响评估，重点评估以下内容：</p> <p>(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；</p> <p>(2) 出境个人信息的规模、范围、种类、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>(3) 境外接收方承诺承担的义务，以及履行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>(4) 个人信息出境后遭到篡</p>	<p>Article 5</p> <p>Before providing personal information overseas, personal information handlers shall conduct a personal information protection impact assessment, focusing on the following:</p> <p>(1) The legality, legitimacy and necessity of the purpose, scope and manner of processing personal information by the personal information handler and the overseas recipient;</p> <p>(2) The scale, scope, type and sensitivity of the personal information to be exported, and the risks that the cross-border transfer of personal information may pose to the personal information related rights and interests;</p> <p>(3) The obligations that the overseas recipient committed to undertake, and whether the management and technical measures and capacity to fulfil the obligations can guarantee the safety of the personal information to be transferred overseas;</p>

<p>改、破坏、泄露、丢失、非法利用等的风险，个人信息权益维护的渠道是否通畅等；</p> <p>(5) 境外接收方所在国家或者地区的个人信息保护政策和法规对标准合同履行的影响；</p> <p>(6) 其他可能影响个人信息出境安全的事项。</p>	<p>(4) The risk of falsification, destruction, leakage, loss, illegal use, etc. of personal information after being transferred overseas, and the availability of channels to safeguard the personal information related rights and interests, etc;</p> <p>(5) The impact of policies and regulations on the protection of personal information in the country or region of the overseas recipient on the performance of the SCC;</p> <p>(6) Other matters that may affect the safety of personal information to be transferred overseas.</p>
<p>第六条</p> <p>标准合同应当严格按照本办法附件订立。国家网信部门可以根据实际情况对附件进行调整。</p> <p>个人信息处理者可以与境外接收方约定其他条款，但不得与标准合同相冲突。</p> <p>标准合同生效后方可开展个人信息出境活动。</p>	<p>Article 6</p> <p>The SCC shall be concluded strictly in accordance with the Annex to the Measures. The Cyberspace Administration of China may adjust the Annex according to the actual situation.</p> <p>The personal information handler may agree other terms with the overseas recipient, but they shall not conflict with the SCC. Personal information cross-border transfer activities may only be carried out after the SCC has entered into force.</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>(1) 标准合同；</p> <p>(2) 个人信息保护影响评估报告。</p> <p>个人信息处理者应当对所备案材料的真实性负责。</p>	<p>Article 7</p> <p>A personal information handler shall file a standard contract with the Provincial Cyberspace Administration of its location within 10 working days from the effective date of the contract. The following materials shall be submitted for the record.</p> <p>(1) Standard Contract;</p> <p>(2) Personal Information Protection Impact Assessment Report.</p> <p>The personal information handler shall be responsible for the authenticity of the material on file.</p>
<p>第八条</p> <p>在标准合同有效期内出现下列情形之一的，个人信息处理者应当重新开展个人信息保</p>	<p>Article 8</p> <p>If one of the following circumstances occurs during the validity period of a standard contract, the personal information handler</p>

<p>护影响评估，补充或者重新订立标准合同，并履行相应备案手续：</p> <p>(1) 向境外提供个人信息的目的、范围、种类、敏感程度、方式、保存地点或者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>(2) 境外接收方所在国家或者地区的个人信息保护政策和法规发生变化等可能影响个人信息权益的；</p> <p>(3) 可能影响个人信息权益的其他情形。</p>	<p>shall conduct a new assessment of the impact of personal information protection, supplement or re-conclude the standard contract, and perform the corresponding filing procedures.</p> <p>(1) Changes in the purpose, scope, type, sensitivity, manner, and place of storage of personal information provided abroad or in the use or manner of processing personal information by the overseas recipient, or extension of the period of keeping cross-border personal information;</p> <p>(2) Changes in the policies and regulations on the protection of personal information in the country or region where the overseas recipient is located, etc. that may affect the rights and interests of personal information</p> <p>(3) Any other circumstances that may affect the rights and interests of personal information.</p>
<p>第九条</p> <p>网信部门及其工作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>Cyberspace Administrations and their staffs shall keep the personal privacy, personal information, commercial secrets, and confidential business information known in the course of performing their duties confidential according to law, and shall not disclose or illegally provide or illegally use such information to others.</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办法向境外提供个人信息的，可以向省级以上网信部门举报。</p>	<p>Article 10</p> <p>Any organization or person who discovers that a personal information handler has provided personal information outside the country in violation of the Measures may report to the Cyberspace Administration at or above the provincial level.</p>
<p>第十一条</p> <p>省级以上网信部门发现个人信息出境活动存在较大风险或者发生个人信息安全事件的，可以依法对个人信息处理者进行约谈。个人信息处理者</p>	<p>Article 11</p> <p>If the Cyberspace Administration at or above the provincial level finds that there is a greater risk in the cross-border activities of personal information or that an incident of personal information security has occurred, it may conduct an interview</p>

<p>应当按照要求整改，消除隐患。</p>	<p>with the personal information handler in accordance with the law. The personal information handler shall rectify and eliminate hidden dangers in accordance with the requirements.</p>
<p>第十二条</p> <p>违反本办法规定的，依据《中华人民共和国个人信息保护法》等法律法规处理；构成犯罪的，依法追究刑事责任。</p>	<p>Article 12</p> <p>Any violation of the provisions of the <i>Measures</i> shall be dealt with in accordance with the <i>Personal Information Protection Law of the People's Republic of China</i> and other laws and regulations; if it constitutes a crime, criminal liability shall be investigated in accordance with law.</p>
<p>第十三条</p> <p>本办法自 2023 年 6 月 1 日起施行。本办法施行前已经开展的个人信息出境活动，不符合本办法规定的，应当自本办法施行之日起 6 个月内完成整改。</p>	<p>Article 13</p> <p>The <i>Measures</i> shall come into force on June 1, 2023. If the personal information cross-border activities already carried out before the implementation of the <i>Measures</i> do not comply with the provisions of the <i>Measures</i>, rectification shall be completed within 6 months from the date of implementation of the <i>Measures</i>.</p>

Appendix 2: Standard Contract of Cross-border Transfer of Personal

Information

附件	Annex
<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 of 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权利和义务，经双方协商一致，订立本合同。</p>	<p>In order to ensure that the activities of processing personal information by an overseas recipient meet the standards of personal information protection stipulated by the relevant laws and regulations of the People's Republic of China and to specify the obligations and responsibilities of the personal information handler and the overseas recipient, the Parties hereby enter into this Contract upon negotiation.</p>
<p>个人信息处理者： 地址： 联系方式： 联系人： 职务：</p>	<p>Personal Information Handler: Address: Contact Method: Contact Person: Title:</p>
<p>境外接收方： 地址： 联系方式： 联系人： 职务：</p>	<p>Overseas Recipient: Address: Contact Method: Contact Person: Title:</p>

<p>个人信息处理者与境外接收方依据本合同约定开展个人信息出境活动，与此活动相关的商业行为，双方[已]/[约定]于_年月日订立（商业合同，如有）。</p> <p>本合同正文根据《个人信息出境标准合同办法》的要求拟定，在不与本合同正文内容相冲突的前提下，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 personal information handler and the overseas recipient conduct activities related to personal information cross-border transfer in accordance with this Contract. Both parties [have signed] / [agree to sign] (a commercial contract, if any), on _____(Day)_____(Month)_____(Year).</p> <p>The body of this Contract has been drawn up in accordance with the requirements of the <i>Measures for Standard Contractual Clauses of Cross-Border Transfer of Personal Information</i>. In the circumstance that not conflict with the body of this Contract, 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”是指在个人信息处理活动中自主决定处理目的、处理方式的，向中华人民共和国境外提供个人信息的组织、个人。</p> <p>（二）“境外接收方”是指在中华人民共和国境外自个人信息处理者处接收个人信息的组织、个人。</p> <p>（三）个人信息处理者或者境外接收方单称“一方”，合称“双方”。</p>	<p>Article 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>(1) “Personal information handler” refers to organizations and individuals who decide on their own the purposes and methods of processing in the course of personal information processing activities and who provide personal information outside the People's Republic of China.</p> <p>(2) “Overseas recipient” refers to organizations and individuals outside the People's Republic of China</p>

<p>(四) “个人信息主体”是指个人信息所识别或者关联的自然人。</p> <p>(五) “个人信息”是指以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。</p> <p>(六) “敏感个人信息”是指一旦泄露或者非法使用，容易导致自然人的的人格尊严受到侵害或者人身、财产安全受到危害的个人信息，包括生物识别、宗教信仰、特定身份、医疗健康、金融账户、行踪轨迹等信息，以及不满十四周岁未成年人的个人信息。</p> <p>(七) “监管机构”是指中华人民共和国省级以上网信部门</p> <p>(八) “相关法律法规”是指《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》《中华人民共和国民法典》《中华人民共和国民事诉讼法》《个人信息出境标准合同办法》等中华人民共和国法律法规。</p> <p>(九) 本合同其他未定义术语的含义与相关法律法规规定的含义一致。</p>	<p>who receive personal information from personal information handlers.</p> <p>(3) Personal information handler or overseas recipient are referred to individually as a “Party”, and collectively as the “Parties”</p> <p>(4) "Personal information subject" refers to the natural person identified or associated with the personal information.</p> <p>(5) "Personal information" refers to all kinds of information relating to an identified or identifiable natural person, recorded electronically or by other means, and does not include information that has been anonymized.</p> <p>(6) "Sensitive personal information" refers to personal information that, if leaked or used illegally, could easily lead to the infringement of a natural person's human dignity or endanger the safety of his or her person or property, including biometric, religious beliefs, specific identity, medical and health care, financial accounts, trajectory and other information, as well as the personal information of minors under 14 years of age.</p> <p>(7) "Regulatory authority" refers to a Cyberspace Administration of the People's Republic of China at or above the provincial level.</p> <p>(8) “Relevant laws and regulations” refer to the laws and regulations of the People’s Republic of China,</p>
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	<p>such as <i>the Cybersecurity Law of the People's Republic of China, the Data Security Law of the People's Republic of China, the Civil Code of the People's Republic of China, Civil Procedural Law of the People's Republic of China, and The Measures for Standard Contractual Clauses of Cross-Border Transfer of Personal Information.</i></p> <p>(9) The meanings of other terms not defined in the Contract are in line with those stipulated in the relevant laws and regulations.</p>
<p>第二条 个人信息处理者的义务</p> <p>个人信息处理者应当履行下列义务：</p> <p>（一）按照相关法律法规规定处理个人信息，向境外提供的个人信息仅限于实现处理目的所需的最小范围</p> <p>（二）向个人信息主体告知境外接收方的名称或者姓名、联系方式、附录一“个人信息出境说明”中处理目的、处理方式、个人信息的种类、保存期限，以及行使个人信息主体权利的方式和程序等事项。向境外提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。</p> <p>（三）基于个人同意向境外提供个</p>	<p>Article 2: Obligations of personal information handlers</p> <p>Personal information handlers shall perform the following obligations:</p> <p>(1) Process personal information in accordance with the relevant laws and regulations, and the personal information provided transferred overseas is limited to the minimum necessary to achieve the purpose of the processing.</p> <p>(2) Inform the personal information subject of the name of the overseas recipient, the contact information, the purpose of processing, the manner of processing, the type of personal information, the retention period, and the manner and procedure for exercising the rights of the personal information subject as set out in Appendix I "Instructions for the Cross-border Transfer of Personal Information".</p>

人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政法规规定应当取得书面同意的，应当取得书面同意。

(四) 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，如个人信息主体未在 30 日内明确拒绝，则可以依据本合同享有第三方受益人的权利。

(五) 尽合理地努力确保境外接收方采取如下技术和管理措施(综合考虑个人信息处理目的、个人信息的种类、规模、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的保存期限等可能带来的个人信息安全风险)，以履行本合同约定的义务：

(如加密、匿名化、去标识化、访问控制等技术和管理措施)

(六) 根据境外接收方的要求向境外接收方提供相关法律规定和技术标准的副本。

(七) 答复监管机构关于境外接收方的个人信息处理活动的询问。

(八) 按照相关法律法规对拟向境外接收方提供个人信息的活动开展个

Where sensitive personal information is provided overseas, the personal information subject shall also be informed of the necessity of providing sensitive personal information and the impact on the rights and interests of the individual. However, except where laws or administrative regulations provide that such notification is not required.

(3) Where personal information is provided overseas on the basis of individual consent, the separate consent of the personal information subject shall be obtained. Where personal information of minors under the age of fourteen is involved, the separate consent of the parents or other guardians of the minor shall be obtained. Where written consent is required by law or administrative regulations, written consent shall be obtained.

(4) Inform the personal information subject that he or she has agreed with the overseas recipient that he or she would be a third-party beneficiary through this contract, and if the personal information subject does not expressly refuse within 30 days, he or she may be entitled to the rights of a third party beneficiary under this contract.

(5) Make reasonable efforts to ensure that the overseas recipient takes the following technical and managerial measures (taking into account the risks to the security of personal information that may

人信息保护影响评估。重点评估以下内容：

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. 出境个人信息的规模、范围、种类、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义务，以及履行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. 个人信息出境后遭到篡改、破坏、泄露、丢失、非法利用等的风险，个人信息权益维护的渠道是否通畅等。

5. 按照本合同第四条评估当地个人信息保护政策和法规对合同履行的影响。

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。

(九) 根据个人信息主体的要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。

(十) 对本合同义务的履行承担举证责任。

arise from the purpose of processing personal information, the type, size, scope and sensitivity of personal information, the volume and frequency of transmission, and the duration of the transmission and retention of personal information by the recipient abroad) in order to fulfil its obligations under this Contract:

(Technical and management measures such as encryption, anonymization, de-identification, access control, etc.)

(6) Provide copies of the relevant legal regulations and technical standards to the overseas recipient upon request.

(7) Respond to regulator authorities' enquiries about the personal information processing activities of overseas recipients.

(8) Conduct personal information protection impact assessments in accordance with relevant laws and regulations for activities intended to provide personal information to overseas recipients. The assessment will focus on the following:

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

2. The scale, scope, type and sensitivity of the personal information to be transferred overseas, and

(十一)根据相关法律法规要求，向监管机构提供本合同第三条第十一项所述的信息，包括所有合规审计结果。

the risks to the rights and interests of the personal information that may result from the transfer of personal information.

3. The obligations that the overseas recipient promises to undertake, and whether the management and technical measures and capacity to fulfil the obligations can guarantee the safety of the personal information to be transferred abroad.

4. The risk of personal information being tampered with, destroyed, leaked, lost, illegally used, etc. after being transferred abroad, and whether the channels for the protection of the rights and interests of personal information are open, etc.

5. Assess the impact of local personal information protection policies and regulations on the performance of the Contract in accordance with Article 4 of this Contract.

6. Other matters that may affect the safety of personal information to be transferred.

Keep the personal information protection impact assessment report for at least 3 years.

(9) Provide a copy of this Contract to the personal information subject upon request by the personal information subject. In the case of commercial secrets or confidential business information, the relevant content of the copy of this Contract may be processed appropriately, provided that it does not affect the

	<p>understanding of the personal information subject.</p> <p>(10) Bear the burden of proof for the performance of the obligations under this Contract.</p> <p>(11) Provide the regulator with the information referred to in Article 3(11) of this Contract, including the results of all compliance audits, in accordance with the requirements of relevant laws and regulations.</p>
<p>第三条 境外接收方的义务</p> <p>境外接收方应当履行下列义务：</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。如超出约定的处理目的、处理方式和处理的个人信息种类，基于个人同意处理个人信息的，应当事先取得个人信息主体的单独同意；涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。</p> <p>（二）受个人信息处理者委托处理个人信息的，应当按照与个人信息处理者的约定处理个人信息，不得超出与个人信息处理者约定的处理目的、处理方式等处理个人信息。</p> <p>（三）根据个人信息主体的要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。</p>	<p>Article 3: Obligations of overseas recipients</p> <p>Overseas recipients shall perform the following obligations:</p> <p>(1) Personal information shall be processed in accordance with the agreement set out in Appendix I "Instructions for the Cross-border Transfer of Personal Information". In the case of processing personal information beyond the agreed purpose, manner of processing and type of personal information to be processed, the individual consent of the personal information subject shall be obtained in advance, and in the case of personal information of minors under 14 years of age, the separate consent of the parents or other guardians of the minors shall be obtained.</p> <p>(2) If entrusted by a personal information handler to process personal information, the authorized handler shall process personal information in accordance with the agreement with the personal information handler and shall not process personal</p>

<p>(四) 采取对个人权益影响最小的方式处理个人信息。</p> <p>(五) 个人信息的保存期限为实现处理目的所必要的最短时间, 保存期限届满的, 应当删除个人信息 (包括所有备份)。受个人信息处理者委托处理个人信息, 委托合同未生效、无效、被撤销或者终止的, 应当将个人信息返还个人信息处理者或者予以删除, 并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的, 应当停止除存储和采取必要的安全保护措施之外的处理。</p> <p>(六) 按下列方式保障个人信息处理安全:</p> <ol style="list-style-type: none"> 1. 采取包括但不限于本合同第二条第五项的技术和管理措施, 并定期进行检查, 确保个人信息安全。 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权限。 <p>(七) 如处理的个人信息发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问, 应当开展下列工作:</p> <ol style="list-style-type: none"> 1. 及时采取适当补救措施, 减轻对个人信息主体造成的不利影响。 	<p>information beyond the agreed purpose and manner of processing with the personal information handler.</p> <p>(3) Provide a copy of this Contract to the personal information subject upon request by the personal information subject. In the case of commercial secrets or confidential business information, the relevant content of the copy of this Contract may be appropriately processed without affecting the understanding of the personal information subject.</p> <p>(4) The processing of personal information in a manner that minimizes the impact on the rights and interests of individuals.</p> <p>(5) The personal information shall be kept for the shortest period of time necessary to achieve the purpose of the processing, and upon expiry of the retention period, the personal information shall be deleted (including all backups). If the personal information is entrusted to the personal information handler and the entrustment contract is not in force, invalid, revoked or terminated, the personal information shall be returned to the personal information handler or deleted and a written explanation shall be provided to the personal information handler. If the deletion of personal information is technically difficult to achieve, processing other than storing and taking the necessary safety protection measures shall be</p>
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<p>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监管机构。通知应当包含下列事项：</p> <p>(a) 发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问的个人信息种类、原因和可能造成的危害。</p> <p>(b) 已采取的补救措施。</p> <p>(c) 个人信息主体可以采取的减轻危害的措施。</p> <p>(d) 负责处理相关情况的负责人或者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，通知的内容包含本项第 2 目的事项。受个人信息处理者委托处理个人信息的，由个人信息处理者通知个人信息主体。</p> <p>4. 记录并留存所有与发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问有关的情况，包括采取的所有补救措施。</p> <p>(八)同时符合下列条件的，方可向中华人民共和国境外的第三方提供个人信息：</p> <ol style="list-style-type: none"> 1. 确有业务需要。 2. 已告知个人信息主体该第三方的名称或者姓名、联系方式、处理目的、 	<p>stopped.</p> <p>(6) Secure the processing of personal information in the following manner:</p> <ol style="list-style-type: none"> 1. Adopt technical and management measures including, but not limited to, those in Article 2(5) of this Contract, and conducting regular inspections to ensure the security of personal information. 2. Ensure that persons authorized to process personal information fulfil their duty of confidentiality and establish minimum authorized access control permissions. <p>(7) In the event that personal information processed is or may be tampered with, destroyed, leaked, lost, illegally used, or provided or accessed without authorization, the following shall be carried out:</p> <ol style="list-style-type: none"> 1. Promptly take appropriate remedial measures to mitigate the adverse impact on the personal information subject. 2. Immediately notify the person processing the personal information and report to the supervisory authority as required by relevant laws and regulations. The notification shall include the following matters: <ol style="list-style-type: none"> (a) The type of personal information that has been or may be tampered with, destroyed, leaked, lost, illegally used, provided
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处理方式、个人信息种类、保存期限以及行使个人信息主体权利的方式和程序等事项。向第三方提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。

3. 基于个人同意处理个人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政法规规定应当取得书面同意的，应当取得书面同意。

4. 与第三方达成书面协议，确保第三方的个人信息处理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，并承担因向中华人民共和国境外的第三方提供个人信息而侵害个人信息主体享有权利的法律风险。

5. 根据个人信息主体的要求向个人信息主体提供该书面协议的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对该书面协议相关内容进行适当处理。

(九) 受个人信息处理者委托处理个人信息，转委托第三方处理的，应当

without authorization or accessed, the causes and the possible harm caused.

- (b) Remedial measures that have been taken.
- (c) Measures that can be taken by the personal information subject to mitigate the harm.
- (d) Contact details of the person responsible for processing the situation or the team in charge.

3. If the relevant laws and regulations require notification to the personal information subject, the content of the notification shall include the matters in item 2 of this subparagraph. If entrusted by a personal information handler to process personal information, the personal information handler shall notify the personal information subject.

4. Record and retain all circumstances relating to the occurrence or potential occurrence of falsification, destruction, leakage, loss, unlawful use, unauthorized provision or access, including all remedial measures taken.

(8) Personal information may be provided to a third party outside the People's Republic of China only if the following conditions are met:

- 1. There is a genuine business need.
- 2. The personal information subject has been informed of the name or name of such third

事先征得个人信息处理者同意，要求该第三方不得超出本合同附录一“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。

(十) 利用个人信息进行自动化决策的，应当保证决策的透明度和结果公平、公正，不得对个人信息主体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信息主体进行信息推送、商业营销的，应当同时提供不针对其个人特征的选项，或者向个人信息主体提供便捷的拒绝方式。

(十一) 承诺向个人信息处理者提供已遵守本合同义务所需的必要信息，允许个人信息处理者对必要数据文件和文档进行查阅，或者对本合同涵盖的处理活动进行合规审计，并为个人信息处理者开展合规审计提供便利。

(十二) 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，并按照相关法律法规要求直接或者通过个人信息处理者向监管机构提供相关记录文件。

(十三) 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，

party, contact details, the purpose of processing, the manner of processing, the type of personal information, the period of retention, and the manner and procedure for exercising the rights of the personal information subject. Where sensitive personal information is provided to a third party, the personal information subject shall also be informed of the necessity of providing sensitive personal information and the impact on the rights and interests of the individual. However, except where laws or administrative regulations provide that such notification is not required.

3. Where personal information is processed based on the consent of the individual, the separate consent of the personal information subject shall be obtained. In the case of personal information concerning a minor under the age of fourteen, the separate consent of the minor's parents or other guardians shall be obtained. If the law or administrative regulations stipulate that written consent shall be obtained, written consent shall be obtained.
4. Conclude a written agreement with the third party to ensure that the third party's personal information processing activities meet the standards of personal information protection

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者作出的决定、提供已采取必要行动的书面证明等。

stipulated in the relevant laws and regulations of the People's Republic of China and assume legal liability for infringement of the rights enjoyed by the personal information subject as a result of providing personal information to a third party outside the People's Republic of China.

5. Provide a copy of the written agreement to the personal information subject upon the request of the personal information subject. In the event that commercial secrets or confidential business information are involved, the relevant content of the written agreement may be appropriately processed without affecting the understanding of the personal information subject.

- (9) When entrusted by a personal information handler to process personal information, and entrust to a third party, the consent of the personal information handler shall be obtained in advance, and the third party shall not be required to process personal information in excess of the purposes and methods of processing agreed in Appendix I of this Contract, "Instructions for the Cross-border Transfer of Personal Information". The entrusted party shall supervise the personal information processing activities of such third party.

- (10) Where personal information is used for automated decision-making, the transparency of the decision-

making and the fairness and impartiality of the results shall be ensured, and no unreasonable differentiation shall be applied to the personal information subject in terms of transaction prices and other transaction conditions. Where information is sent or commercial marketing is conducted to the personal information subject by means of automated decision-making, it shall be accompanied by options that do not target their personal characteristics or provide the personal information subject with a convenient means of refusal.

(11) Undertake to provide personal information handlers with the necessary information required to have complied with their obligations under this Contract, to allow personal information handlers to access to necessary data files and documents or to conduct compliance audits of the processing activities covered by this Contract, and to facilitate compliance audits by personal information handlers.

(12) Keep objective records of the personal information processing activities carried out, maintain the records for at least 3 years, and provide relevant record documents to the regulator directly or through the personal information handler as required by relevant laws and regulations.

(13) Agree to accept the supervision and management of

	<p>the regulator in the relevant procedures for monitoring the implementation of this Contract, including but not limited to responding to the regulator's enquiries, cooperating with the regulator's inspections, obeying the measures taken or decisions made by the regulator, and providing written proof that the necessary actions have been taken.</p>
<p>第四条 当地个人信息保护境外接收方所在国家或者地区个人信息保护政策和法规对合同履行的影响</p> <p>(一) 双方应当保证在本合同订立时已尽到合理注意义务, 未发现境外接收方所在国家或者地区的个人信息保护政策和法规(包括任何提供个人信息的要求或者授权公共机关访问个人信息的规定)影响境外接收方履行本合同约定的义务。</p> <p>(二) 双方声明, 在作出本条第一项的保证时, 已经结合下列情形进行评估:</p> <p>1. 出境的具体情况, 包括个人信息处理目的、传输个人信息的种类、规模、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的保存期限、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</p>	<p>Article 4 Impact of Local Personal Information Protection Policies and Regulations on Contract Performance in the Country or Region where the Overseas Recipient is Located</p> <p>(1) The parties shall ensure that they have exercised reasonable care at the time of the conclusion of this Contract and are not aware of any policies and regulations for the protection of personal information in the country or territory of the overseas recipient (including any requirements to provide personal information or provisions authorizing public authorities to access personal information) that would affect the overseas recipient's performance of its obligations under this Contract.</p> <p>(2) Both parties hereby declare that the following elements have been taken into account in providing the warranties in Clause 4(i):</p> <p>1. The specific circumstances of the cross-border</p>

否曾发生个人信息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的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和法规，包括下列要素：

(1) 该国家或者地区现行的个人信息保护法律法规及普遍适用的标准。

(2) 该国家或者地区加入的区域性或者全球性的个人信息保护方面的组织，以及所作出的具有约束力的国际承诺。

(3) 该国家或者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。

(三) 境外接收方保证，在根据本条第二项进行评估时，已尽最大努力为个人信息处理者提供了必要的相关信息。

(四) 双方应当记录根据本条第二项进行评估的过程和结果。

(五) 因境外接收方所在国家或者地区的个人信息保护政策和法规发生变化（包括境外接收方所在国家或者地区更改法律，或者采取强制性措施）导

data transfer, including the purpose of the personal information processing, the type, scale, scope and sensitivity of the personal information transferred, the scale and frequency of the transfer, the transfer of personal information and the retention period of the overseas recipient, the previous experience of the overseas recipient in similar cross-border transfer and processing of personal information, whether any incidents related to personal information security have occurred in the overseas recipient and whether they have been dealt with in a timely and effective manner, and whether the overseas recipient has received requests for personal information from public authorities in the country or region in which it is located and how the overseas recipient has responded.

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 country or region in terms of personal

致境外接收方无法履行本合同的，境外接收方应当在知道该变化后立即通知个人信息处理者。

（六）境外接收方接到所在国家或者地区的政府部门、司法机构关于提供本合同项下的个人信息要求的，应当立即通知个人信息处理者。

information protection;

(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.

(3) The overseas recipient warrants that, at the time of the assessment under subsection 2 of this section, it has made its best efforts to provide the personal information handler with the necessary and relevant information.

(4) Both parties shall document the process and results of the assessment conducted under Clause 4(ii).

(5) 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.

(6) If the overseas recipient receives a request from a government department or judicial body in the country or region in which it is located to provide

	<p>personal information under this Contract, it shall immediately notify the processor of the personal information.</p>
<p>第五条 个人信息主体的权利</p> <p>双方约定个人信息主体作为本合同第三方受益人享有以下权利：</p> <p>（一）个人信息主体依据相关法律法规，对其个人信息的处理享有知情权、决定权，有权限制或者拒绝他人对其个人信息进行处理，有权要求查阅、复制、更正、补充、删除其个人信息，有权要求对其个人信息处理规则进行解释说明。</p> <p>（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，或者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。</p> <p>（三）境外接收方应当按照个人信息处理者的通知，或者根据个人信息主体的请求，在合理期限内实现个人信息主体依照相关法律法规所享有的权利。境外接收方应当以显著的方式、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。</p>	<p>Article 5 Rights of Personal Information Subject</p> <p>The parties agree that personal information subjects have the following rights as third parties beneficiary of this Contract:</p> <p>(1) 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 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.</p> <p>(2) When the personal information subject requests to exercise the above-mentioned rights to the personal information transferred abroad, 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.</p> <p>(3) The overseas recipient shall, as notified by the personal information handler or requested by a</p>

(四) 境外接收方拒绝个人信息主体的请求的, 应当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和寻求司法救济的途径。

(五) 个人信息主体作为本合同第三方受益人有权根据本合同条款向个人信息处理者和境外接收方的一方或者双方主张并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:

1. 第二条, 但第二条第五项、第六项、第七项、第十一项除外。

2. 第三条, 但第三条第七项第 2 目和第 4 目、第九项、第十一项、第十二项、第十三项除外。

3. 第四条, 但第四条第五项、第六项除外。

4. 第 5 条;

5. 第 6 条;

6. 第八条第二项、第三项。

7. 第九条第五项。

上述约定不影响个人信息主体依据《中华人民共和国个人信息保护法》享有的权益。

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.

(4) If the overseas recipient rejects 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.

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

1. Article 2, except Article 2(5), 2(6), 2(7) and 2(11).

2. Article 3, except Clauses 3(7)b and d, 3(9), 3(11), 3(12), 3(13) .

3. Article 4, except Clauses 4(4) and 4(6).

	<p>4. Article 5;</p> <p>5. Article 6;</p> <p>6. Article 8(2), 8(3).</p> <p>7. Article 9(5).</p> <p>The above agreement shall not affect the rights and interests of the personal information subject in accordance with the <i>Personal Information Protection Law of the People's Republic of China</i>.</p>
<p>第六条 补救措施</p> <p>(一) 境外接收方应当确定一个联系人，授权其答复有关个人信息处理的询问或者投诉，并应当及时处理个人信息主体的询问或者投诉。境外接收方应当将联系人信息告知个人信息处理者，并以简洁易懂的方式，通过单独通知或者在其网站公告，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) 一方因履行本合同与个人信息主体发生争议的，应当通知另一方，双方应当合作解决争议。</p> <p>(三) 争议未能友好解决，个人信息主体根据第五条行使第三方受益人的权利的，境外接收方接受个人信息主体通过下列形式维护权利：</p> <p>1. 向监管机构投诉。</p>	<p>Article 6 Remedies</p> <p>(1) The overseas recipient shall identify a contact person to respond to enquiries or complaints concerning the personal information processing. 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 concise and easily understandable manner, either 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>(2) In the event of a dispute concerning compliance with this Contract between the personal information subject and a party, the party shall notify the other party, both parties shall cooperate to resolve the dispute.</p> <p>(3) If the dispute cannot be amicably settled and the</p>

2. 向本条第五项约定的法院提起诉讼。

(四) 双方同意个人信息主体就本合同争议行使第三方受益人权利，个人信息主体选择适用中华人民共和国相关法律法规的，从其选择。

(五) 双方同意个人信息主体就本合同争议行使第三方受益人权利的，个人信息主体可以依据《中华人民共和国民事诉讼法》向有管辖权的人民法院提起诉讼。

(六) 双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权利。

personal information subject exercises the rights of a third-party beneficiary in accordance with Clause 5, the overseas recipient shall accept the following rights and interests claims of the personal information subject:

1. Lodging complaints to regulatory institutions;
2. Filing a lawsuit with the court specified in Clause 6(vi).

(4) The parties agree that the personal information subject shall exercise the rights of a third-party beneficiary in relation to disputes under this Contract, and where the personal information subject chooses to apply the relevant laws and regulations of the People's Republic of China, his or her choice shall be honored.

(5) If the parties agree that the personal information subject shall exercise the rights of a third-party beneficiary in relation to a dispute under this Contract, the personal information subject may file a lawsuit with a competent people's court in accordance with the *Civil Procedure Law of the People's Republic of China*.

(6) The parties agree that the choice made by the personal information subject to defend his or her rights will not diminish the right of the personal information subject to seek redress under other laws and regulations.

第七条 合同解除

(一) 境外接收方违反本合同约定的义务, 或者境外接收方所在国家或者地区的个人信息保护政策和法规发生变化(包括境外接收方所在国家或者地区更改法律, 或者采取强制性措施)导致境外接收方无法履行本合同的, 个人信息处理者可以暂停向境外接收方提供个人信息, 直到违约行为被改正或者合同被解除。

(二) 有下列情形之一的, 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:

1. 个人信息处理者根据本条第一项规定暂停向境外接收方提供个人信息的时间超过1个月。

2. 境外接收方遵守本合同将违反其所在国家或者地区的法律规定。

3. 境外接收方严重或者持续违反本合同约定的义务。

4. 根据境外接收方的主管法院或者监管机构作出的终局决定, 境外接收方或者个人信息处理者违反了本合同约定的义务。

在本项第1目、第2目、第4目的情况下, 境外接收方可以解除本合同。

(三) 经双方同意解除本合同的,

Article 7 Termination of Contract

(1) If the overseas recipient breaches its obligations under this Contract, or if there is a change in the personal information protection policies and regulations of the overseas recipient's country or region (including a change in the laws of the overseas recipient's country or region, or the adoption of mandatory measures), resulting in the overseas recipient being unable to perform this Contract, the personal information handler may suspend the provision of personal information to the overseas recipient until the breach is rectified or this Contract is terminated.

(2) Under any of the following circumstances, the personal information handler has the right to terminate this Contract and notify the regulatory institution when necessary:

1. The personal information handler suspends the transfer of personal information to the overseas recipient for more than one month in accordance with Article 7(1);

2. The overseas recipient's compliance with this Contract will violate the laws and regulations of the country where it is located;

3. The overseas recipient is in serious or persistent breach of its obligations under this Contract;

4. According to the final decision which cannot be

<p>合同解除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>(四) 合同解除时, 境外接收方应当及时返还或者删除其根据本合同所接收到的个人信息(包括所有备份), 并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的, 应当停止除存储和采取必要的安全保护措施之外的处理。</p>	<p>appealed by the competent courts or the regulatory institutions of the overseas recipient, the overseas recipient or the personal information handler violates the provisions of this Contract;</p> <p>In the case of subparagraph 1, 2 or 4 mentioned above, the overseas recipient can also terminate this Contract.</p> <p>(3) Both parties agree to terminate this Contract, but the termination of this Contract does not exempt the parties from the obligation of personal information protection in the process of personal information processing.</p> <p>(4) Upon termination of this Contract, the overseas recipient shall promptly return or delete the personal information it has received under this Contract (including all backups) and provide a written explanation to the personal information handler. Where deletion of personal information is technically difficult to achieve, processing other than storage and taking the necessary safety protection measures shall cease.</p>
<p>第八条 违约责任</p> <p>(一) 双方应就其违反本合同而给对方造成的损失承担责任。</p> <p>(二) 双方之间的责任限于非违约方所遭受的损失。</p>	<p>Article 8 Liability for Breach of Contract</p> <p>(1) Each party shall be liable for any damage caused to the other party as a result of its breach of this Contract.</p> <p>(2) The liability between the parties is limited to the</p>

<p>(三) 双方依法承担连带责任的, 个人信息主体有权请求任何一方或者双方承担责任。一方承担的责任超过其应当承担的责任份额时, 有权向另一方追偿。</p>	<p>losses suffered by the non-breaching party.</p> <p>(3) Where both parties are jointly and severally liable in accordance with the law, the personal information subject shall be entitled to request either or both parties to assume responsibility. Where one party assumes liability in excess of its share of liability, it shall be entitled to recover from the other party.</p>
<p>第九条 其他</p> <p>(一) 如本合同与双方订立的任何其他法律文件发生冲突, 本合同的条款优先适用。</p> <p>(二) 本合同的成立、效力、履行、解释、因本合同引起的双方间的任何争议, 适用中华人民共和国相关法律法规。</p> <p>(三) 发出的通知应当以电子邮件、电报、电传、传真(以航空信件寄送确认副本)或者航空挂号信发往(具体地址)或者书面通知取代该地址的其它地址。如以航空挂号信寄出本合同项下的通知, 在邮戳日期后的__天应当视为收讫; 如以电子邮件、电报、电传或者传真发出, 在发出以后的__个工作日应当视为收讫。</p> <p>(四) 双方因本合同产生的争议以及任何一方因先行赔偿个人信息主体</p>	<p>Article 9 Miscellaneous</p> <p>(1) In the event of a conflict between this Contract and any other existing agreements between the parties, the clauses of this Contract shall prevail.</p> <p>(2) The relevant laws and regulations of the People's Republic of China shall apply to the formation, validity, performance, interpretation, and any dispute between the parties arising out of this Contract.</p> <p>(3) Notices given shall be sent by e-mail, telegram, telex, facsimile (with a confirmation copy sent by airmail) or registered airmail to (specific address) or by written notice to an alternative address to that address. A notice under this Contract shall be deemed to have been received __ days after the date of postmarking if sent by registered airmail or __ business days after the date of sending if sent by email, telegram, telex or fax.</p> <p>(4) Disputes between the parties arising out of this</p>

损害赔偿责任而向另一方的追偿，双方应当协商解决；协商解决不成的，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）：

1. 仲裁。将该争议提交

中国国际经济贸易仲裁委员会

中国海事仲裁委员会

北京仲裁委员会（北京国际仲裁中心）

上海国际仲裁中心

其他《承认及执行外国仲裁裁决公约》成员的仲裁机构_____

按其届时有效的仲裁规则在（仲裁地点）进行仲裁；

2. 诉讼。依法向中华人民共和国有管辖权的人民法院提起诉讼。

（五）本合同应当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。

（六）本合同正本一式__份，双方各执__份，其法律效力相同。

Contract and the recovery by either party from the other party for the first indemnification of the personal information subject's liability for damages shall be settled by negotiation; if such negotiation fails, either party may settle the matter by the following means (if arbitration is chosen, please tick the arbitration institution):

1. Arbitration. Submit the dispute to

China International Economic and Trade Arbitration Commission

China Maritime Arbitration Commission

Beijing Arbitration Commission (Beijing International Arbitration Center)

Shanghai International Arbitration Center

Other arbitral institutions that are members of the *Convention on the Recognition and Enforcement of Foreign Arbitral Awards*_____

Arbitration shall be conducted at _____(the place of arbitration) in accordance with its arbitration rules valid at that time;

2. Lawsuit. File a lawsuit with the People's Court of the People's Republic of China which has jurisdiction in accordance with the law.

(5) This Contract shall be interpreted in accordance with the provisions of relevant laws and regulations and shall not be interpreted in a manner

	<p>inconsistent with the rights and obligations prescribed by relevant laws and regulations.</p> <p>(6) This 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>本合同在（地点） 签订</p> <p>个人信息处理者： ____年____月____日</p> <p>境外接收方： ____年____月____日</p>	<p>This Contract is signed in (location).</p> <p>Personal information handler: _____(Day)_____(Month)_____(Year).</p> <p>Overseas Recipient: _____(Day)_____(Month)_____(Year).</p>

Appendix 2 (1): Description of Cross-border Transfer of Personal Information

附录 1	Appendix
<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）处理目的：</p> <p>（二）处理方式：</p> <p>（三）出境个人信息的规模：</p> <p>（四）出境个人信息种类（参考 GB/T 35273 《信息安全技术 个人信息安全规范》和相关标准）：</p> <p>（五）出境敏感个人信息种类（如适用，参考 GB/T 35273 《信息安全技术 个人信息安全规范》和相关标准）：</p> <p>（六）境外接收方只向以下中华人民共和国境外第三方提供个人信息（如适用）：</p> <p>（七）传输方式：</p> <p>（八）出境后保存期限： （ 年 月 日至 年 月 日）</p> <p>（九）出境后保存地点：</p> <p>（十）其他事项（视情况填写）：</p>	<p>The details of the cross-border transfer of personal information under this Contract are as follows:</p> <p>(1) The purpose of the transfer:</p> <p>(2) The manner of the transfer:</p> <p>(3) The amount of personal information transferred:</p> <p>(4) Categories of personal information transferred abroad (refer to GB/T35273 <i>Information Security Technology - Personal Information Security Specification</i> and relevant standards)</p> <p>(5) Categories of sensitive personal information cross-border transfer (refer to GB/T35273 <i>Information Security Technology - Personal Information Security Specification</i> and relevant standards, if applicable) :</p> <p>(6) The overseas recipient shall only provide personal information to the following third parties outside the People’s Republic of China (if applicable):</p> <p>(7) The method of the transfer:</p> <p>(8) Retention period after cross-border transfer: _____ (Day) _____ (Month) _____ (Year) to _____ (Day) _____ (Month) _____ (Year)</p> <p>(9) Storage location after cross-border transfer</p> <p>(10) Others (fill in as appropriate)</p>

Appendix 2 (2): Other Terms Agreed by Both Parties (if necessary)



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