

## Data Protection and Cybersecurity Alert:

### China Released the First Guidelines for Filing Standard Contract of Cross-border Transfer of Personal Information

June 2023

This document is not designed to provide legal or other advice and you should not take, or refrain from taking, action based on its content. For any specific questions, please contact the partners below.

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On May 30, 2023, the Cyberspace Administration of China issued the *Guidelines for the Filing of the Standard Contract of Cross-border Transfer of Personal Information (1<sup>st</sup> Version)* (“**Guidelines**”, 《个人信息出境标准合同备案指南（第一版）》 in Chinese), right before the effective date (June 1, 2023) of 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 Guidelines sets forth specific requirements on the method, procedures and materials for the filing of China’s standard contract for cross-border transfer of personal information (“**China SCC**”), and addresses widely concerned issues like how to conduct personal information protection impact assessment (“**PIPIA**”) for cross-border data transfer.

This alert will introduce the Guidelines from a practical perspective for reference by enterprises, especially multinationals, who will be able to use China SCC for international transfer of personal information.

## I. Application Scope

The Guidelines reiterates the application scope of the filing system for China SCC stipulated in the Measures. Specifically, where personal information is provided abroad by means of concluding China SCC, the following circumstances shall be met simultaneously by the personal information handler:

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

## II. Method of Filing

As provided in the Measures, the filing of China SCC shall be applied for, with the cyberspace administration at the provincial level, within 10 working days after the China SCC enters into effect.

The Guidelines clarifies that, the submission shall be done by the delivery of written materials accompanied by electronic versions of the materials. However, hopefully, online filing platforms will be opened in the future, as Suzhou in Jiangsu Province has opened an online channel for notifying security assessment for cross-border transfer of personal information.

### III. Materials for Filing

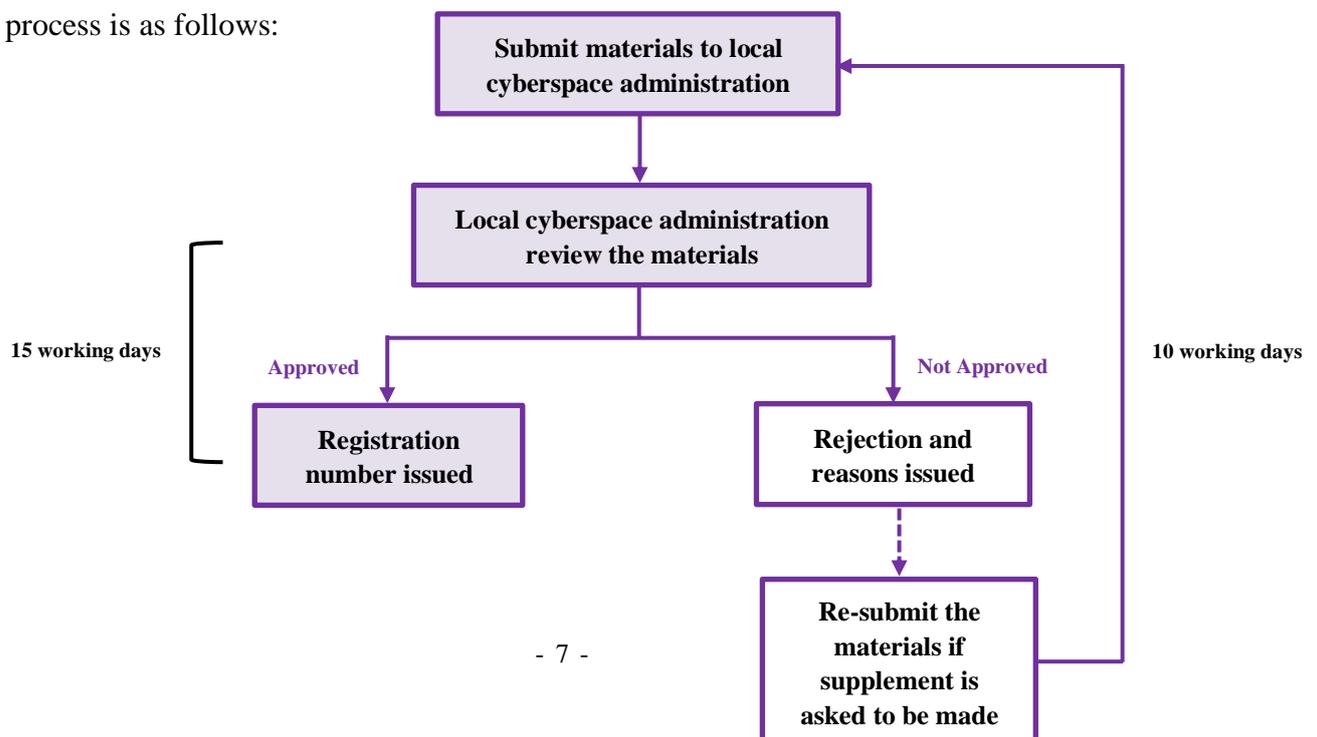
On the basis of the Measures, the Guidelines further specifies the following materials to be submitted for filing:

- (1) Unified social credit code certificate (i.e., business license) (photocopy with official seal);
- (2) ID card of legal representative (photocopy with official seal);
- (3) ID card of the person in charge of application for filing (photocopy with official seal);
- (4) Power of attorney for the person in charge of application for filing (original);
- (5) Statement of commitment (original);
- (6) Standard contract of cross-border transfer of personal information (original);
- (7) Personal information protection impact assessment report (original).

In addition to the China SCC (i.e., item (6) above), the Guidelines also includes templates for the materials of (4), (5) and (7).

### IV. Filing Procedures

Upon receipt of the filing materials, the provincial cyberspace administration will complete the review of the materials within 15 working days and notify the result of filing. If it is approved, the registration number will be issued to the applicant. If the filing is failed, the applicant will receive a notice and reasons for the rejection. If the applicant is asked to supplement and improve the materials, it shall complete such supplement and re-submit the materials again within 10 working days. The specific process is as follows:



## V. Re-filing

Following the provisions under the Measures, the Guidelines also provides 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 supplemented, re-concluded, and re-filed:

- (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 storage period of personal information abroad;
- (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 personal information related rights and interests; or
- (3) any other circumstances that may affect the personal information related rights and interests.

## VI. How to Conduct PIPIA?

How to conduct PIPIA for cross-border transfer of personal information has always been a great concern of enterprises, the Guidelines provides a template for personal information handler to follow.

In general, the template of PIPIA report is basically consistent with the template of “Risk Self-assessment Report for Cross-Border Data Transfer” under the security assessment system for cross-border data transfer, which mainly includes four parts: (1) brief description of assessment work; (2) overall situation of cross-border transfer activities; (3) assessment on the impact of proposed cross-border transfer activities; and (4) impact assessment conclusion of cross-border transfer activities (please see the template as attached for details).

## VII. Looking Forward

Nine months after the implementation of the security assessment system for cross-border data transfer, the China SCC filing system is coming into a new stage as of June 1, 2023. As the timely release of the Guidelines makes it clear how to carry out the relevant work for China SCC filing, it is suggested for enterprises with needs for international personal information transfer, who are able to apply China SCC filing approach for cross-border data transfer, to make preparation for filing, so as to avoid potential risks for data export activities in business operations in China.

## Appendix: Bilingual Version of the Guidelines

The Cyberspace Administration of China releases the *Guidelines for Filing Standard Contract of Cross-border Transfer of Personal Information (1st Edition)* (《个人信息出境标准合同备案指南 (第一版)》) on May 30, 2023. Dentons Team have prepared the English version (as below) of this important rule for your quick reference. And please be noted that the English version is NOT an official translation and is strictly for reference only.

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### 《个人信息出境标准合同备案指南 (第一版)》

#### **Guideline for Filing Standard Contract of Cross-border Transfer of Personal Information (1st Edition)**

为了指导和帮助个人信息处理者规范、有序备案个人信息出境标准合同，国家互联网信息办公室编制了《个人信息出境标准合同备案指南 (第一版)》，对个人信息出境标准合同备案方式、备案流程、备案材料等具体要求作出了说明。

In order to guide and help personal information handlers to standardize and orderly file a standard contract of cross-border transfer of personal information, the Cyberspace Administration of China (“CAC”) formulates the *Guideline for Filing Standard Contract of Cross-border Transfer of Personal Information (1st Edition)*, which makes instructions on the specific requirements for the filing methods, procedures and materials of a standard contract of cross-border transfer of personal information.

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的方式向境外提供个人信息，应当根据《个人信息出境标准合同办法》规定，按照备案指南向所在地省级网信部门备案。A personal information handler who provides personal information abroad by entering into a standard contract with an overseas recipient shall, in accordance with the provisions of the *Measures for Standard Contract of Cross-border Transfer of Personal Information*, file a record with the provincial-level cyberspace administration where it is located in accordance with the this filing guideline.

《个人信息出境标准合同办法》自 2023 年 6 月 1 日起施行。为指导和帮助个人信息处理者规范、有序备案个人信息出境标准合同(以下简称标准合同)，特制定本指南。

The *Measures for Standard Contract of Cross-border Transfer of Personal Information* shall come into effect on June 1, 2023. This guideline is formulated to guide and assist personal information handlers in filing standard contracts of cross-border transfer of personal information (“SCC”) in a standardized and orderly manner.

## 一、 适用范围

### I. Scope of Application

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：

A personal information handler could provide personal information outside of China by entering into the SCC with the overseas recipient, provided that all of the following conditions are met:

(一) 非关键信息基础设施运营者；

(1) The personal information handler is NOT a critical information infrastructure operator;

(二) 处理个人信息不满 100 万人的；

(2) The personal information handler has processed personal information of LESS THAN 1 million people;

(三) 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；

(3) The personal information handler has NOT provided abroad personal information of MORE THAN 100,000 people accumulatively since January 1st of last year; and

(四) 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。

法律、行政法规或者国家网信部门另有规定的，从其规定。

(4) The personal information handler has NOT provided abroad sensitive personal information of MORE THAN 10,000 people accumulatively since January 1st of last year.

Where otherwise provided by law, administrative regulations or the CAC, such provisions shall apply.

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。

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.

以下情形属于个人信息出境行为:

The following situations are all considered as cross-border transfer of personal information behaviors:

(一) 个人信息处理者将在境内运营中收集和产生的个人信息传输、存储至境外;

(1) The personal information handler transfers and stores the personal information collected and generated in the course of operations within the territory of China to overseas;

(二) 个人信息处理者收集和产生的个人信息存储在境内，境外的机构、组织或者个人可以查询、调取、下载、导出;

(2) The personal information collected and generated by the personal information handler is stored in China, and overseas institutions, organizations or individuals can access, retrieve, download and export;

(三) 国家网信办规定的其他个人信息出境行为。

(3) Other cross-border transfer of personal information behaviors stipulated by the CAC.

## 二、备案方式

### II. Filing Methods

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，通过送达书面材料并附带材料电子版的方式，向所在地省级网信办备案。

A personal information handler shall file a standard contract with the provincial-level cyberspace administration of its location within 10 working days from the effective date of the contract.

## 三、备案流程

### III. Filing Procedures

标准合同备案流程包括材料提交、材料查验及反馈备案结果、补充或者重新备案等环节。

The filing procedures of an SCC include material submission, material checking and feedback of filing results, supplementing or re-filing, etc.

(一) 材料提交

(1) Material Submission

个人信息处理者备案标准合同，应当提交如下材料 (要求见附件 1):

For the filing of a standard contract by a personal information handler, the following documents should be submitted (see Annex 1 for requirements).

1. 统一社会信用代码证件影印件  
Photocopy of unified social credit code certificate
2. 法定代表人身份证件影印件  
Photocopy of the legal representative's ID card
3. 经办人身份证件影印件  
Photocopy of the case handler's ID card
4. 经办人授权委托书(模板见附件 2)  
Power of attorney for the case handler (see Annex 2 for the template)
5. 承诺书(模板见附件 3)  
Letter of commitment (see Annex 3 for the template)
6. 标准合同(范本见附件 4)  
SCC (see Annex 4 for the template)
7. 《个人信息保护影响评估报告》(模板见附件 5)  
Personal Information Protection Impact Assessment Report (see Annex 5 for the template)

## (二) 材料查验及反馈备案结果

### (2) Material Checking and Feedback of Filing Results

省级网信办收到材料后，在 15 个工作日内完成材料查验，并通知个人信息处理者备案结果。

After receiving the materials, the provincial-level cyberspace administration will complete the material checking within 15 working days and notify the personal information handler of the filing results.

备案结果分为通过、不通过。通过备案的，省级网信办向个人信息处理者发放备案编号;不通过备案的，个人信息处理者将收到备案未成功通知及原因，要求补充完善材料的，个人信息处理者应当补充完善材料并于 10 个工作日内再次提交。

The filing results include passing and failing. If the filing is passed, the provincial-level Cyberspace Administration will issue a record number to the personal information handler; if the record is not passed, the personal information handler will receive a notice of unsuccessful record and the reasons for it, and if the personal information handler is required to supplement and improve the materials, the personal information handler shall make supplementary and improvement and submit them again within 10 working days.

### (三) 补充或者重新备案

#### (3) Supplementary or Re-filing

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：

If one of the following circumstances occurs during the validity of the SCC, the personal information handler shall conduct a new personal information protection impact assessment, supplement or re-conclude the SCC, and perform the corresponding filing procedures.

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；  
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;
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；  
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;
3. 可能影响个人信息权益的其他情形。  
Any other circumstances that may affect the rights and interests of personal information.

个人信息处理者在标准合同有效期内补充订立标准合同的，应当向所在地省级网信办提交补充材料;重新订立标准合同的，应当重新备案。补充或者重新备案的材料查验时间为 15 个工作日。

If a personal information handler makes supplementary to the concluded SCC within the validity period of the standard contract, it shall submit supplementary materials to the provincial-level cyberspace administration where it is located; if it re-enters into a new SCC, it shall re-filing. The time for checking the supplementary or re-filing materials shall be 15 working days.

个人信息处理者对所提交材料的真实性负责，提交虚假材料的，按照备案不通过处理，并依法追究相应法律责任。

Personal information handlers are responsible for the authenticity of the materials submitted, and those who submit false materials will be dealt with in accordance with the failure of the record, and will be held legally responsible for the corresponding legal responsibilities.

## 四、咨询、举报联系方式

### IV. Contact for Enquiries and Reports

电子邮箱: bzht@cac.gov.cn

Email Address: bzht@cac.gov.cn

联系电话: 010-55627565

Tel: 010-55627565

附件

Annex

#### 1. 个人信息出境标准合同备案材料要求

Filing Material Requirements for Standard Contract of Cross-Border Transfer of Personal Information

#### 2. 经办人授权委托书（模版）

Power of Attorney for Case Handler (Template)

3. 承诺书（模版）

Letter of Commitment (Template)

4. 个人信息出境标准合同（范本）

SCC (Template)

5. 个人信息保护影响评估报告（模板）

Personal Information Protection Impact Assessment Report (Template)

附件 1

Annex 1

## 个人信息出境标准合同备案材料要求

**Filing Material Requirements for Standard Contract of Cross-Border Transfer of  
Personal Information**

序号 No.	材料名称 Document	要求 Requirement
1	统一社会信用代码证件 Unified social credit code certificate	影印件加盖公章 Photocopy with official seal
2	法定代表人身份证件 Legal representative's ID card	影印件加盖公章 Photocopy with official seal
3	经办人身份证件 Case Handler's ID card	影印件加盖公章 Photocopy with official seal
4	经办人授权委托书 Power of Attorney for the Case Handler	原件 Original copy
5	承诺书 Letter of Commitment	原件 Original copy
6	个人信息出境标准合同 Standard Contract of Cross-Border Transfer of Personal Information	原件 Original copy
7	个人信息保护影响评估报告 Personal Information Protection Impact Assessment Report	原件 Original copy

附件 2

Annex 2

经办人授权委托书（模板）

Power of Attorney for Case handler (Template)

本人姓名（身份证件号码：）系个人信息处理者名称的法定代表人，现授权我单位姓名（身份证件号码：）为个人信息出境标准合同备案经办人。经办人代表我单位进行个人信息出境标准合同备案过程中的一切行为，包括所签署和上传的资料，我单位均予以承认，并将承担相应的法律责任。

I, name (ID number: ), the legal representative of name of personal information handler, hereby authorize name (ID number: ) of our entity as the case handler of the filing for the standard contract of cross-border transfer of personal information. All actions of the case handler in the process of filing for the standard contract on behalf of our entity, including the signed and uploaded materials, are recognized by our entity and our entity will bear the corresponding legal responsibility.

授权委托期限： 年 月 日至 年 月 日

Authorization period: YYYY/MM/DD/ to YYYY/MM/DD

经办人无转委托权。

The case handler has no right to sub-entrust.

单位名称（盖章）：

Name of Entity (Seal)

法定代表人（签字）：

Legal Representative (Sign)

经办人（签字）：

Case Handler (Sign)

年 月 日

YYYY/MM/D

附件 3

Annex 3

### 承诺书

#### Letter of Commitment

本单位郑重承诺：

We solemnly undertake that:

一、 出境个人信息的收集、使用符合中华人民共和国有关法律法规；

1. The collection and use of the filed cross-border personal information comply with the relevant laws and regulations of the People's Republic of China;

二、 备案材料所有内容真实、完整、准确和有效；

2. All contents of the notification materials are true, complete, accurate and valid;

三、 未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；

3. No 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 has been made;

四、 为国家网信办组织实施的个人信息出境标准合同备案工作提供必要的配合和支持；

4. To provide the necessary cooperation and support for the filing of standard contracts for cross-border transfer of personal information organized and implemented by CAC;

五、 个人信息保护影响评估工作为备案之日前 3 个月内完成，且至备案之日未发生重大变化。

5. The personal information protection impact assessment is completed within 3 months prior to the date of filing and has not changed significantly by the date of filing.

本单位知晓并充分理解上述承诺内容，若承诺不实或者违背承诺，愿意承担相应法律责任

We acknowledge and fully understand the content of the above commitment. If the commitment is false or violated, it is willing to bear corresponding legal liabilities.

法定代表人 (签字) :

Legal Representative (Sign):

单位 (盖章) :

Entity (Seal):

年 月 日

YYYY/MM/DD

附件 4

Annex 4

## 个人信息出境标准合同

## Standard Contract of Cross-border Transfer of Personal Information

中华人民共和国国家互联网信息办公室制定	Developed by the Cyberspace Administration of China
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。	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.
个人信息处理者: 地址: 联系方式: 联系人: 职务:	Personal Information Handler: Address: Contact Method: Contact Person: Title:
境外接收方: 地址: 联系方式: 联系人: 职务:	Overseas Recipient: Address: Contact Method: Contact Person: Title:
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)。  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。	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] <u>(a commercial contract, if any)</u> , on _____(Day)_____(Month)_____(Year).  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.

**第一条 定义**

在本合同中，除上下文另有规定外：

(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。

(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。

(三)个人信息处理者或者境外接收方单称“一方”，合称“双方”。

(四)“个人信息主体”是指个人信息所识别或者关联的自然人。

(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。

(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。

(七)“监管机构”是指中华人民共和国省级以上网信部门

(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。

(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。

**Article 1: Definition:**

For purposes of this Contract, the following terms shall have the following meanings, unless the context clearly requires otherwise:

(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.

(2) “Overseas recipient” refers to organizations and individuals outside the People's Republic of China who receive personal information from personal information handlers.

(3) Personal information handler or overseas recipient are referred to individually as a “Party”, and collectively as the “Parties”

(4) "Personal information subject" refers to the natural person identified or associated with the personal information.

(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.

(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.

(7) “Regulatory authority” refers to a Cyberspace Administration of the People's Republic of China at or above the provincial level.

(8) “Relevant laws and regulations” refer to the laws and regulations of the People’s Republic of China, such as *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*

	<p><i>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><b>第二条 个人信息处理者的义务</b></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。</p> <p>(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。</p> <p>(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、访问控制等技术和措施)</p>	<p><b>Article 2: Obligations of personal information handlers</b></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". 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.</p> <p>(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.</p> <p>(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</p>

(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。

(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。

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 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 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

	<p>protection of the rights and interests of personal information are open, etc.</p> <p>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.</p> <p>6. Other matters that may affect the safety of personal information to be transferred.</p> <p>Keep the personal information protection impact assessment report for at least 3 years.</p> <p>(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 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><b>第三条 境外接收方的义务</b></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</p>	<p><b>Article 3: Obligations of overseas recipients</b></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</p>

理解的前提下，可对本合同副本相关内容进行适当处理。

(四)采取对个人权益影响最小的方式处理个人信息。

(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。

(六)按下列方式保障个人信息处理安全:

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。

(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:

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。

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:

(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。

(b) 已采取的补救措施。

(c) 个人信息主体可以采取的减轻危害的措施。

(d) 负责处理相关情况的负责人或者负责团队的联系方式。

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。

personal information beyond the agreed purpose and manner of processing with the personal information handler.

(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.

(4) The processing of personal information in a manner that minimizes the impact on the rights and interests of individuals.

(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 stopped.

(6) Secure the processing of personal information in the following manner:

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.

(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

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。

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。

(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：

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、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责任。

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

shall be carried out:

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:

(a) The type of personal information that has been or may be tampered with, destroyed, leaked, lost, illegally used, provided 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 party, contact details, the purpose of processing, the manner of processing, the type of personal information, the period of

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，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。

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 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 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.

#### 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

(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。

(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：

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

#### 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

(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.

(2) 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 cross-border 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

<p>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，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。</p> <p>（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。</p>	<p>region;</p> <p>(b) Regional or global organizations and binding international commitments entered into by such 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 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.</p> <p>(4) Both parties shall document the process and results of the assessment conducted under Clause 4(ii).</p> <p>(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.</p> <p>(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 personal information under this Contract, it shall immediately notify the processor of the personal information.</p>
<p><b>第五条 个人信息主体的权利</b></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><b>Article 5 Rights of Personal Information Subject</b></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</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。

(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。

(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 目和第四目、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 processing rules.

(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.

(3) 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.

(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).

4. Article 5;

5. Article 6;

6. Article 8(2), 8(3).

7. Article 9(5).

	<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><b>第六条 补救措施</b></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> <ol style="list-style-type: none"> <li>1. 向监管机构投诉。</li> <li>2. 向本条第五项约定的法院提起诉讼。</li> </ol> <p>(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。</p> <p>(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。</p> <p>(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。</p>	<p><b>Article 6 Remedies</b></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 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:</p> <ol style="list-style-type: none"> <li>1. Lodging complaints to regulatory institutions;</li> <li>2. Filing a lawsuit with the court specified in Clause 6(vi).</li> </ol> <p>(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.</p> <p>(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 <i>Civil Procedure Law of the People's Republic of China</i>.</p> <p>(6) The parties agree that the choice made by the personal</p>

	<p>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.</p>
<p><b>第七条 合同解除</b></p> <p>(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。</p> <p>(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：</p> <ol style="list-style-type: none"> <li>1. 个人信息处理者根据本条第一项的规定暂停向境外接收方提供个人信息的时间超过 1 个月。</li> <li>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。</li> <li>3. 境外接收方严重或者持续违反本合同约定的义务。</li> <li>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。</li> </ol> <p>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。</p> <p>(三) 经双方同意解除本合同的，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><b>Article 7 Termination of Contract</b></p> <p>(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.</p> <p>(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:</p> <ol style="list-style-type: none"> <li>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);</li> <li>2. The overseas recipient's compliance with this Contract will violate the laws and regulations of the country where it is located;</li> <li>3. The overseas recipient is in serious or persistent breach of its obligations under this Contract;</li> <li>4. According to the final decision which cannot be 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;</li> </ol> <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</p>

	<p>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><b>第八条 违约责任</b></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>(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><b>Article 8 Liability for Breach of Contract</b></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 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><b>第九条 其他</b></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损害赔偿赔偿责任而向另一方的追偿, 双方应当协商解决; 协商不成的, 任何一方可以采取下列第</p>	<p><b>Article 9 Miscellaneous</b></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 Contract and the recovery by either party from the other party for the first indemnification of the personal information</p>

<p>__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"/> 上海国际仲裁中心</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。依法向中华人民共和国有管辖权的人民法院提起诉讼。</p> <p>（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。</p> <p>（六）本合同正本一式__份，双方各执__份，其法律效力相同。</p>	<p>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):</p> <p>1. 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"/> Shanghai 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. Lawsuit. File a lawsuit with the People's Court of the People's Republic of China which has jurisdiction in accordance with the law.</p> <p>(5) 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>(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：</p> <p>____年____月____日</p> <p>境外接收方：</p> <p>____年____月____日</p>	<p>This Contract is signed in (location).</p> <p>Personal information handler:</p> <p>____(Day)____(Month)____(Year).</p> <p>Overseas Recipient:</p> <p>____(Day)____(Month)____(Year).</p>

## 附录一：个人信息出境说明

## Appendix 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>

## 附录 2：双方约定的其他条款

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

附件 5

Annex 5

个人信息保护影响评估报告（模板）

（出境版）

**Personal Information Protection Impact Assessment Report (Template)**

**(Version of Cross-Border Transfer of Personal Information)**

个人信息处理者名称： （盖章）

Name of Personal Information Handler: (Seal)

年 月 日

(YYYY/MM/DD)

## 一、评估工作简述

### I. Brief Introduction of Assessment

评估工作开展情况，包括起止时间、组织情况、实施过程、实施方式等内容。如有第三方机构参与评估，需说明第三方机构的基本情况及其参与评估的情况，并在相关内容页上加盖第三方机构公章。

The report shall describe the implementation of assessment, including the start and end time, organization, implementation process, and implementation method, etc. If a third party organisation is involved in the assessment, the basic information of the third party organisation and its involvement in the assessment should be stated and the official seal of the third party organisation should be affixed on the relevant content page.

## 二、出境活动整体情况

### II. Overall Information of Cross-border Transfer Activities

详细说明个人信息处理者基本情况、个人信息出境涉及的业务和信息系统、出境个人信息情况、个人信息处理者安全保障能力情况、境外接收方情况、法律文件约定情况等。包括但不限于：

Provide details of the personal information handler, the business and information systems involved in the cross-border transfer of personal information, the information of the personal information transferred abroad, the security capabilities of personal information handler, the information of overseas recipient, and the information of legal documents agreed. This part includes, but is not limited to:

#### （一）个人信息处理者基本情况

##### 1. Basic information of personal information handler

1. 组织或者个人基本信息；

A. Basic information of organization or individual;

2. 股权结构和实际控制人信息；

B. Information of equity structure and actual controller;

3. 组织架构信息；

C. Information of organization structure;

4. 个人信息保护机构信息；

D. Information of personal information protection body;

5.整体业务与个人信息情况;

E. Overall information of business and personal information;

6.境内外投资情况。

F. Information of domestic and overseas investment.

(二) 个人信息出境涉及业务和信息系统情况

2. Information of business and information system involved in cross-border transfer of personal information

1.个人信息出境涉及业务的基本情况;

A. Basic information of business involved in cross-border transfer of personal information;

2.个人信息出境涉及业务的个人信息收集使用情况;

B. Information of the collection and use of personal information related to the business of cross-border transfer of personal information;

3.个人信息出境涉及业务的信息系统情况;

C. Information of system related to the business of the cross-border transfer of personal information;

4.个人信息出境涉及的数据中心(包含云服务)情况;

D. Information of data centers (including cloud services) related to cross-border transfer of personal information;

5.个人信息出境链路相关情况。

E. Information of cross-border transfer of personal information links.

(三) 拟出境个人信息情况

3. Information of personal information to be transferred abroad

1.说明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,及其合法性、正当性、必要性;

A. Illustrate the purpose, scope, method, as well as the legality, legitimacy, and necessity of the processing of personal information by personal information handler and overseas recipient;

2.说明出境个人信息的规模、范围、种类、敏感程度;

B. Illustrate the scale, scope, type, and sensitivity of personal information transferred abroad;

3.拟出境个人信息在境内存储的系统平台、数据中心等情况，计划出境后存储的系统平台、数据中心等;

C. The conditions of system platform and data center where the personal information proposed to be transferred abroad are stored domestically, and the system platform and data center where the personal information are stored after the cross-border transfer;

4.个人信息出境后向境外其他接收方提供的情况。

D. Information of providing personal information to other overseas recipients after being transferred abroad.

(四) 个人信息处理者个人信息保护能力情况

4. Information of personal information security protection capability of personal information handler

1.个人信息安全管理能力，包括管理组织体系和制度建设情况，全流程管理、分类分级、应急处置、个人信息权益保护等制度及落实情况;

A. Capability of personal information security management, including the system for organization and management and the development of the system, the whole-process management, categorization and classification, emergency response, the implementation of the protection of personal information interests, etc.;

2.个人信息安全技术能力，包括个人信息收集、存储、使用、加工、传输、提供、公开、删除等全流程所采取的安全技术措施等;

B. Technical capability of personal information security, including technical security measures conducted in the whole process such as personal information collection, storage, use, processing, transfer, provision, disclosure, or deletion of personal information, etc.;

3.个人信息安全保障措施有效性证明，例如开展的个人信息保护认证、个人信息保护合规审计、网络安全等级保护测评等情况;

C. Proof of the effectiveness of personal information security protection measures, such as, personal information protection certification, personal information protection compliance audit and network security grade protection assessment conducted;

4.遵守个人信息保护相关法律法规的情况。

D. Information of compliance with personal information related regulations.

（五）境外接收方情况

5. Information of overseas recipient

1.境外接收方基本情况；

A. Basic information of overseas recipient;

2.境外接收方处理个人信息的用途、方式等；

B. The purpose and method of personal information processing by the overseas recipient;

3.境外接收方的个人信息保护能力；

C. Personal information protection capability of overseas recipient;

4.境外接收方所在国家或地区个人信息保护政策法规情况；

D. Conditions of the personal information protection policies and regulations of the country or region where the overseas recipient locates;

5.境外接收方处理个人信息的全流程过程描述。

E. Description of the whole process of personal information processing by the overseas recipient.

（六）个人信息处理者认为需要说明的其他情况

6. Other circumstances that personal information handler considered that should be explained.

三、拟出境活动的影响评估情况

### III. Impact Assessment on Cross-border Transfer Activities

就下列事项逐项说明影响评估情况，重点说明评估发现的问题和风险隐患，以及相应采取的整改措施及整改效果。

Explain the impact assessment one by one for the following items, focusing on the problems and potential risks found in the assessment, as well as the corresponding rectification measures and rectification effects.

（一）个人信息处理者和境外接收方处理数据的目的、范围、方式等的合法性、正当性、必要性；

1. The legality, legitimacy, and necessity of cross-border transfer of personal information and the purpose, the scope, the method of personal information processing activities by personal information handler and overseas recipient;

（二）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主体权益带来的风险；

2. The scale, scope, type and sensitivity of personal information transferred abroad, the risks that cross-border transfer of personal information may bring to the interest of personal information subjects;

（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；

3. Whether the responsibilities and obligations committed by the overseas recipient and the ability of management and technical measures to fulfill the responsibilities and obligations can guarantee the security of cross-border transfer of personal information;

（四）个人信息出境中和出境后遭到篡改、破坏、泄露、丢失、转移或者被非法获取、非法利用等的风险，个人信息权益维护的渠道是否通畅等；

4. The risks such as tampering, destruction, leakage, loss, transfer or illegal acquisition and illegal use of personal information during and after cross-border transfer, whether the channels for exercising the rights and interests of personal information are smooth;

（五）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

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 standard contracts

（六）其他可能影响个人信息出境安全的事项。

6. Other matters that may affect the security of cross-border transfer of personal information.

#### 四、出境活动影响评估结论

#### **IV. Conclusion of Impact Assessment for Cross-border Transfer Activities**

综合上述影响评估情况和相应整改情况，对个人信息出境活动作出客观的影响评估结论，充分说明得出评估结论的理由和论据。

Based on the above-mentioned impact assessment and corresponding rectification, an objective impact assessment conclusion shall be made for the cross-border transfer of personal information activities to be notified, with fully explanation on the reasons and arguments for drawing the assessment conclusion.



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