

个人信息出境标准合同

Standard Contract for Export of Personal Information

国家互联网信息办公室 制定

Formulated 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。

To ensure that the Personal Information processing activities of the Offshore Recipient meet with the Personal Information protection standards stipulated in the relevant laws and regulations of the People's Republic of China, and to specify the rights and obligations of the Personal Information Handler and the Offshore Recipient regarding Personal Information protection, the Parties, upon negotiation, hereby enter into this contract (the "Contract").

个人信息处理者：

Personal Information Handler:

地址：

Address:

联系方式：

Contact Information:

联系人：

Contact Person:

职务：

Position:

境外接收方：

Offshore Recipient:

地址：

Address:

联系方式：

Contact Information:

联系人：

Contact Person:

职务：

Position:

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）。

The export of Personal Information of the Personal Information Handler and the Offshore Recipient will be carried out in accordance with the agreements hereunder, and the Parties [have] / [have agreed] to enter into (name of commercial contract, if any), if any, on Date with respect to the business activities in *relation* to these processing activities.

本合同正文根据《个人信息出境标准合同

The main body of this Contract is formulated in accordance with the *Measures on the Standard*

办法》的要求拟定，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。

Contract for Export of Personal Information, and, without prejudice thereto, any other covenants by and between the Parties may be detailed in Appendix II, which forms an integral part hereof.

第一条 定义

Article 1 Definition

在本合同中，除上下文另有规定外：

Under this Contract, except as otherwise provided:

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| (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。 | 1.1 | "Personal Information Handler" refers to any organization or individual that independently determines the purpose and method of processing in their Personal Information processing activities and provides Personal Information to a recipient outside the territory of the People's Republic of China. |
| (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。 | 1.2 | "Offshore Recipient" refers to an organization or individual located outside the territory of the People's Republic of China that receives Personal Information from the Personal Information Handler. |
| (三) | 个人信息处理者或者境外接收方单称“一方”，合称“双方”。 | 1.3 | The Personal Information Handler or the Offshore Recipient shall be referred to individually as a "Party", and collectively as the "Parties". |
| (四) | “个人信息主体”是指个人信息所识别或者关联的自然人。 | 1.4 | "Personal Information Subject" refers to the natural person identified by or associated with the Personal Information. |
| (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。 | 1.5 | "Personal Information" refers to any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized. |
| (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。 | 1.6 | "Sensitive Personal Information" refers to Personal Information that, once leaked or illegally used, will easily lead to infringement of the human dignity or harm to the personal or property safety of a natural person, including biometric recognition, religious belief, specific identity, medical and health, financial account, personal location tracking and other information, as well as any Personal Information of any minor under the age of fourteen. |
| (七) | “监管机构”是指中华人民共和国 | 1.7 | "Supervisory Authority" refers to the cyberspace |

省级以上网信部门。

administration department of the People's Republic of China at or above provincial level.

(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。

1.8 The term "relevant laws and regulations" refers to the *Cybersecurity Law of the People's Republic of China*, the *Data Security Law of the People's Republic of China*, the *Personal Information Protection Law of the People's Republic of China*, the *Civil Code of the People's Republic of China*, the *Civil Procedure Law of the People's Republic of China*, the *Measures on the Standard Contract for Export of Personal Information*, and other laws and regulations of the People's Republic of China.

(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。

1.9 Other terms not defined herein shall have the respective meaning ascribed to them under the relevant laws and regulations.

第二条 个人信息处理者的义务

Article 2 Obligations of the Personal Information Handler

个人信息处理者应当履行下列义务：

The Personal Information Handler shall perform the following obligations:

(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。

2.1 The processing of any Personal Information shall comply with relevant laws and regulations, and the export of Personal Information shall be limited to the minimum scope necessary for achieving the purpose of processing.

(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。

2.2 Inform the Personal Information Subject of the name of the Offshore Recipient, its contact information, the purpose and method of processing, the types and retention period of Personal Information, the method and procedure for exercising the rights of the Personal Information Subject, and other matters in Appendix I "Details on Export of Personal Information"; if any Sensitive Personal Information is exported, the Personal Information Subject shall also be informed of the necessity to provide the Sensitive Personal Information and the impact on the individual's rights and interests, except where relevant laws and administrative regulations stipulate that it is not required to inform the Personal Information Subject.

(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

2.3 If the Personal Information is exported based on an individual's consent, the separate consent

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。

from the Personal Information Subject shall be obtained; if any Personal Information of a minor under the age of fourteen is involved, the separate consent from the minor's parents or other guardians shall be obtained; if written consent is required by laws or administrative regulations, such written consent shall be obtained.

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| (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。 | 2.4 | The Personal Information Subject shall be informed that the Personal Information Handler and the Offshore Recipient have agreed through this Contract that the Personal Information Subject is a third-party beneficiary, and that the Personal Information Subject will be entitled to the rights of a third-party beneficiary pursuant to this Contract if he or she does not expressly refuse within 30 days. |
| (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：

<u>（如加密、匿名化、去标识化、访问控制等技术和措施）</u> | 2.5 | Use reasonable efforts to ensure that the Offshore Recipient will fulfill its obligations hereunder by adopting the following technical and management measures (taking into consideration the potential security risks of Personal Information arising from the purpose of Personal Information processing, the types, scale, scope and sensitivity of Personal Information, the quantity and frequency of transmission, the transmission and retention period of Personal Information by the Offshore Recipient, etc.):

<u>(Technical and management measures, such as encryption, anonymization, de-identification, access control, etc.)</u> |
| (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。 | 2.6 | Upon the request of the Offshore Recipient, provide the Offshore Recipient with a copy of the relevant legal provisions and technical standards. |
| (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。 | 2.7 | Respond to the inquiries from the Supervisory Authority regarding the Personal Information processing activities of the Offshore Recipient. |
| (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： | 2.8 | Personal Information protection impact assessment shall be conducted in accordance with relevant laws and regulations for the contemplated Personal Information export activities to the Offshore Recipient, which shall focus on the following contents: |

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| 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。 | (1) the legality, legitimacy, and necessity of the purpose, scope, and method for processing Personal Information by the Personal Information Handler and the Offshore Recipient; |
| 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。 | (2) the scale, scope, type, and sensitivity of the Personal Information to be exported, and the potential risks to the rights and interests in Personal Information by exporting the Personal Information; |
| 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。 | (3) the obligations that the Offshore Recipient undertakes to assume, and whether its management and technical measures and capabilities to fulfill such obligations are sufficient to ensure the security of Personal Information to be exported; |
| 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。 | (4) the risk of being tampered with, destroyed, leaked, lost, or illegally used after the Personal Information is exported, and whether there is an accessible channel for individuals to protect their rights and interests in the Personal Information; |
| 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。 | (5) an assessment of the impact of local Personal Information protection policies and regulations on the performance of this Contract in accordance with Article 4 hereof; and |
| 6. 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 Personal Information to be exported. |

保存个人信息保护影响评估报告至少3年。

The Personal Information protection impact assessment report shall be retained for at least three years.

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| (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。 | 2.9 A copy of this Contract shall be provided to the Personal Information Subject upon request. If any trade secret or confidential business information is involved, relevant contents may be properly processed without affecting the understanding of the Personal Information Subject. |
| (十) 对本合同义务的履行承担举证责任。 | 2.10 The Personal Information Handler shall assume the burden of proof for performance of its obligations hereunder. |

(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。

2.11 provided to the Supervisory Authority the information referred to in Article 3.11 hereof as required by relevant laws and regulations.

第三条 境外接收方的义务

Article 3 Obligations of the Offshore Recipient

境外接收方应当履行下列义务:

The Offshore Recipient shall perform the following obligations:

(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。

3.1 The Offshore Recipient shall process the Personal Information in accordance with the covenants listed in Appendix I "Details on Export of Personal Information"; if it needs to process any Personal Information beyond the purpose or method of processing, or the types of Personal Information as agreed therein, in case the processing of Personal Information is based on an individual's consent, the separate consent from the Personal Information Subject shall be obtained in advance; if any Personal Information of a minor under the age of fourteen is involved, the separate consent from the minor's parents or other guardians shall be obtained.

(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。

3.2 If entrusted by a Personal Information Handler to process any Personal Information, the Offshore Recipient shall process the Personal Information in accordance with its covenants with the Personal Information Handler and shall not process any Personal Information beyond the purpose and method of processing as agreed with the Personal Information Handler.

(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。

3.3 A copy of this Contract shall be provided to the Personal Information Subject upon request. If any trade secret or confidential business information is involved, relevant contents may be properly processed without affecting the understanding of the Personal Information Subject.

(四) 采取对个人权益影响最小的方式处理个人信息。

3.4 The Personal Information shall be processed in a way that has minimum impact on the individuals' rights and interests.

(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

3.5 The retention period of Personal Information shall be the minimum time necessary to achieve the purpose of processing; if the retention period expires, Personal Information (including all backups) shall be deleted. If entrusted by a

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。

Personal Information Handler to process any Personal Information, when the entrustment contract is yet to be effective, becomes invalid, is revoked or terminated, the Offshore Recipient shall return the Personal Information to the Personal Information Handler or delete it, and shall provide a written explanation to the Personal Information Handler. If it is technically difficult to complete the deletion of the Personal Information, the Offshore Recipient shall discontinue any processing other than storage and taking the necessary security measures.

(六) 按下列方式保障个人信息处理安全：

3.6 The Offshore Recipient shall keep the processing of Personal Information secure by the following means:

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。

- (1) implementing technical and management measures including but not limited those specified in Article 2.5 hereof, and carrying out regular inspection to ensure the security of Personal Information
- (2) ensuring that all persons authorized to process Personal Information will fulfill their confidentiality obligations and establishing access control with minimum authorization.

(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：

3.7 If the Personal Information being processed is or may be tampered with, destroyed, leaked, lost, illegally used, or provided or accessed without authorization, the Offshore Recipient shall carry out the following works:

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：

- (1) adopting timely and appropriate remedial measures to mitigate the adverse impact on the Personal Information Subject;
- (2) immediately notifying the Personal Information Handler and report to the Supervisory Authority as required by relevant laws and regulations. The notification shall include the following matters:

- (1) 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

- (i) the types of Personal Information that is being tampered with, destroyed, leaked, lost, illegally used, or provided or accessed without authorization, the reasons and the

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| | 信息种类、原因和可能造成的危害。 | | potential damage; |
| | (2) 已采取的补救措施。 | | (ii) the remedial measures that have been adopted; |
| | (3) 个人信息主体可以采取的减轻危害的措施。 | | (iii) the measures that can be adopted by the Personal Information Subject to mitigate the damage; and |
| | (4) 负责处理相关情况的负责人或者负责团队的联系方式。 | | (iv) the contact information of the person or team responsible for handling relevant circumstances. |
| 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。 | (3) | giving notification to the Personal Information Subject, if required by the relevant laws and regulations, in which case the content of the preceding Item (2) shall be included in the notification. If the Offshore Recipient is entrusted by the Personal Information Handler to process any Personal Information, the notification shall be given by the Personal Information Handler to the Data Subjects; |
| 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。 | (4) | recording and maintaining all the situations in relation to the Personal Information that is being tampered with, destroyed, leaked, lost, illegally used, or provided or accessed without authorization including all remedial measures adopted, and retaining such records. |
| (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： | 3.8 | The Offshore Recipient shall not provide any Personal Information to a third party outside the territory of the People's Republic of China, unless all of the following conditions are met simultaneously: |
| | 1. 确有业务需要。 | (1) | There is an actual business need; |
| | 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 | (2) | The Personal Information Subject has been informed of the name and contact information of the third party, the purpose of processing, the method of processing, the types of Personal Information, the retention period, the method and procedure for exercising the rights of the Personal Information Subject, etc.; if any Sensitive Personal Information is provided to the |

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

third party, the Personal Information Subject shall also be informed of the necessity to provide Sensitive Personal Information and the impact on the individual rights and interests, except where relevant laws and administrative regulations stipulate that it is not required to inform the Personal Information Subject;

- (3) If the processing of Personal Information is based on an individual's consent, the separate consent from the Personal Information Subject shall be obtained; if the Personal Information of a minor under the age of fourteen is involved, the consent from the minor's parents or other guardians shall be obtained; if written consent is required by laws or administrative regulations, such written consent shall be obtained.
- (4) It has reached a written agreement with the third party to ensure that the third party's activities of Personal Information processing meet the Personal Information protection standards stipulated in relevant laws and regulations of the People's Republic of China, and it will assume the legal liabilities for infringing the rights of the Personal Information Subject due to the provision of Personal Information to a third party outside the territory of the People's Republic of China; and
- (5) It will provide a copy of the aforesaid written agreement to the Personal Information Subject upon request; if any trade secret or confidential business information is involved, relevant contents therein may be properly processed without affecting the understanding of the Personal Information Subject.

3.9 If the Offshore Recipient is entrusted by a Personal Information Handler to process Personal Information, and then sub-entrust the processing to a third party, the consent from the Personal Information Handler shall be obtained in advance, and it shall require the sub-entrusted third party to process the Personal Information in accordance with the purpose and method of

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。
- 3.10 Where any Personal Information is used for automated decision making, the Offshore Recipient shall ensure transparency in decision making and fair and equitable results, and shall not apply unreasonable differential treatment to Personal Information Subjects in terms of transaction price and other transaction conditions; if giving push information and commercial marketing to Personal Information Subjects through automated decision making, a non-personalized options must be available to Data Subjects, or a convenient method for rejection shall be provided.
- 3.11 The Offshore Recipient shall undertake that it will provide the Personal Information Handler with the necessary information required for compliance with the obligations hereunder, allow the Personal Information Handler to review the necessary data files and documents, or to conduct compliance audits of the processing activities hereunder, and to facilitate the compliance audits conducted by the Personal Information Handler.
- 3.12 The Offshore Recipient shall maintain objective records of the Personal Information processing activities and retain such records for at least three years; it shall provide the relevant records and documents to the Supervisory Authority directly or through the Personal Information Handler as required by relevant laws and regulations.
- 3.13 The Offshore Recipient shall agree to accept the supervision and administration by the Supervisory Authority in the relevant procedures for monitoring the enforcement of this Contract, including but not limited to responding to the Supervisory Authority's inquiries, cooperating in its inspections, obeying the measures taken or decisions made by the Supervisory Authority, and providing written proof that the necessary actions have been taken.

第四条 境外接收方所在国家或者地区个人

Article 4 Impact of Personal Information protection policies and regulations in the country

信息保护政策和法规对合同履行的影响

or region where the Offshore Recipient is located on the performance of this Contract

- (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。
- 4.1 The Parties shall warrant that by exercising reasonable care at the time of the conclusion of this Contract, they are not aware of any Personal Information protection polices or regulations in the country or region where the Offshore Recipient is located that will affect the Offshore Recipient's performance of the obligations hereunder (including any requirements to provide Personal Information or to authorize public authorities to access Personal Information).
- 4.2 The Parties represent that, in providing the warranties in Article 4.1, an assessment has been made by taking into consideration the following factors:
- (1) the specific circumstances of the export, including the purpose of Personal Information processing, the types, scale, scope and sensitivity of the Personal Information to be transferred, the scale and frequency of transmission, the period for Personal Information transfer and storage by the Offshore Recipient, the Offshore Recipient's previous experience in similar export and processing of Personal Information, whether the Offshore Recipient has encountered any Personal Information security incident and whether it has handled the incident in a timely and effective manner, whether the Offshore Recipient has received any request from a public authority in the country or region where it is located to provide Personal Information and the Offshore Recipient's response;
 - (2) the Personal Information protection policies and regulations of the country or region where the Offshore Recipient is located, including the following factors:
 - (i) the current laws and regulations and generally applicable standards on Personal Information protection in such country or region;

- (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，如是否具有个人信息保护的监督执法机构和相关司法机构等。
- (ii) any regional or international organizations relating to Personal Information protection to which such country or region is a member, and any binding international commitments that has made by the country or region; and
- (iii) the mechanism for the implementation of Personal Information protection in such country or region, such as whether there is any Personal Information protection supervision and enforcement agency and relevant judicial agency, etc.

3. 境外接收方安全管理制度和技术手段保障能力。

(3) security management system, security capacities and technical measures of the Offshore Recipient and its

(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。

4.3 The Offshore Recipient warrants that it has made its best efforts to provide the Personal Information Handler with the relevant information necessary to conduct the assessment under Article 4.2.

(四) 双方应当记录根据本条第二项进行评估的过程和结果。

4.4 The Parties shall document the processes and results of the assessment under Article 4.2.

(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。

4.5 In case the Offshore Recipient is unable to perform this Contract due to any change in Personal Information protection policies and regulations of the country or region where it is located (including any change in laws in such country or region, or if any mandatory actions has been taken in such country or region), the Offshore Recipient shall notify the Personal Information Handler of such change immediately after it becomes aware of such change.

(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。

4.6 The Offshore Recipient shall immediately notify the Personal Information Handler after receiving a request to provide any Personal Information hereunder from a government authority or judicial agency of the country or region where it is located.

第五条 个人信息主体的权利

Article 5 Rights of the Personal Information

Subject

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：

The Parties agree that the Personal Information Subject shall have the following rights as a third-party beneficiary hereunder:

(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。

5.1 In accordance with relevant laws and regulations, the Personal Information Subject has the right to be informed, the right to make decision, the right to restrict or reject the processing of his or her Personal Information by others, the right to request for accessing, copying, correcting, supplementing, and deleting his or her Personal Information, and the right to request an explanation of the rules for the processing of his or her Personal Information.

(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。

5.2 With respect to the Personal Information that has been exported, to exercise the aforesaid rights, the Personal Information Subject may request the Personal Information Handler to take appropriate measures to enforce the rights or make a request directly to the Offshore Recipient. If the Personal Information Handler fails to do so, it shall notify and demand the Offshore Recipient to assist in enforcing such rights.

(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。

5.3 In accordance with the notification from the Personal Information Handler or the request of the Personal Information Subject, the Offshore Recipient shall enforce the rights that the Personal Information Subject are entitled to pursuant to the relevant laws and regulations within a reasonable period.

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。

The Offshore Recipient shall truthfully, accurately, and fully disclose the relevant information to the Personal Information Subject in a prominent manner and in clear and understandable language.

(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。

5.4 If the Offshore Recipient rejects the request of the Personal Information Subject, it shall inform the Personal Information Subject of the reasons for its rejection, and the mechanism for a Personal Information Subject to file a complaint with the relevant Supervisory Authority and to seek judicial remedy.

(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

5.5 The Personal Information Subject, as a third-party beneficiary hereunder, shall have the right

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. 第五条。
5. 第六条。
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。

第六条 救济

- (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：

联系人及联系方式（办公电话或电子邮箱）

- (二) 一方因履行本合同与个人信息主体

to claim for the performance of the following provisions regarding the rights of the Personal Information Subject hereunder against either or both of the Personal Information Handler and the Offshore Recipient:

- (1) Article 2, except for Articles 2.5, 2.6, 2.7 and 2.11;
- (2) Article 3, except for Articles 3.7.2, 3.7.4, 3.9, 3.11, 3.12, 3.13;
- (3) Article 4, except for Articles 4.5 and 4.6;
- (4) Article 5;
- (5) Article 6;
- (6) Articles 8.2 and 8.3; and
- (7) Article 9.5.

The provisions above shall not affect the rights and interests of the Personal Information Subject under the Personal Information Protection Law of the People's Republic of China.

Article 6 Remedies

- 6.1 The Offshore Recipient shall designate a contact person, who is authorized to respond to inquiries or complaints regarding the Personal Information processing and shall promptly address any inquiries or complaints from the Personal Information Subject. The Offshore Recipient shall inform the Personal Information Handler of its contact person's information and shall inform the Personal Information Subject of the same in an accessible way by sending a separate notice or announcing on its website, details as follows:

Contact person and contact details (phone or email)

- 6.2 In case of a dispute between either Party hereto

发生争议的，应当通知另一方，双方应当合作解决争议。

and the Personal Information Subject regarding the performance of this Contract, such Party shall notify the other Party, and the Parties shall cooperate in resolving the dispute.

(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：

6.3 If the dispute cannot be resolved in an amicable way and the Personal Information Subject exercises the rights as a third-party beneficiary pursuant to Article 5, the Offshore Recipient accepts that the Personal Information Subject may assert his or her rights by the following means:

1. 向监管机构投诉。
2. 向本条第五项约定的法院提起诉讼。

- (1) filing a complaint with the Supervisory Authority; and
- (2) filing a lawsuit to the court pursuant to Article 6.5.

(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。

6.4 The Parties agree that, when the Personal Information Subject chooses the application of the relevant laws and regulations of the People's Republic of China in exercising his or her rights as a third-party beneficiary regarding the dispute hereunder, such choice shall be followed.

(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。

6.5 The Parties agree that, if the Personal Information Subject exercises his or her rights as a third-party beneficiary regarding the dispute hereunder, he or she may file a lawsuit to a people's court with jurisdiction in accordance with the *Civil Procedure Law of the People's Republic of China*.

(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。

6.6 The Parties agree that the choice made by the Personal Information Subject to protect his or her rights will not undermine the rights of the Personal Information Subject to seek remedies under other laws and regulations.

第七条 合同解除

Article 7 Termination of Contract

(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

7.1 In case the Offshore Recipient breaches its obligations hereunder, in case the Offshore Recipient is unable to perform this Contract due to any change in Personal Information protection policies and regulations of the country or region where it is located (including any change in laws in such country or region, or if any mandatory measures has been taken in such country or region), the Personal Information Handler may

到违约行为被改正或者合同被解除。

suspend the provision of Personal Information to the Offshore Recipient until the breach is rectified or this Contract is terminated.

(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：

7.2 If any of the following circumstances occurs, the Personal Information Handler shall have the right to terminate this Contract and notify the Supervisory Authority if necessary:

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。
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。

- (1) Personal Information Handler has suspended the provision of Personal Information to Offshore Recipients pursuant to Article 7.1 for more than one month;
- (2) The Offshore Recipient's compliance with this Contract will violate the laws of the country or region where it is located;
- (3) The Offshore Recipient is in material or persistent breach of its obligations hereunder; and
- (4) The Offshore Recipient or the Personal Information Handler breaches this Contract as determined in a final decision of the competent court or Supervisory Authority governing the Offshore Recipient.

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。

In case of Items (1), (2) and (4) above, the Offshore Recipient may terminate this Contract.

(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。

7.3 The termination of this Contract by mutual consent of the Parties shall not relieve them of their obligations to protect Personal Information during the Personal Information processing.

(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。

7.4 Upon termination of this Contract, the Offshore Recipient shall promptly return or delete the Personal Information it receives hereunder (including all backups) and shall provide a written explanation to the Personal Information Handler. If it is technically difficult to complete the deletion of the Personal Information, the Offshore Recipient shall discontinue any processing other than storage and taking the necessary security measures.

第八条 违约责任

- (一) 双方应就其违反本合同而给对方造成的损失承担责任。
- (二) 任何一方因违反本合同而侵害个人信息主体享有的权利，应当对个人信息主体承担民事法律责任，且不影响相关法律法规规定个人信息处理者应当承担的行政、刑事等法律责任。
- (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。

第九条 其他

- (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。
- (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。
- (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。
- (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

Article 8 Liabilities for Breach

- 8.1 Each Party shall be liable to the other Party for any damage caused to the other Party due to its breach of this Contract.
- 8.2 In case either Party infringes the rights of the Personal Information Subject as a result of its breach of this Contract, such Party shall assume civil liabilities to the Personal Information Subject, which shall not affect the administrative and criminal liabilities to be assumed by the Personal Information Handler under the relevant laws and regulations.
- 8.3 In case the Parties are severally and jointly liable, the Personal Information Subject has the right to request either Party or both Parties to assume the liabilities. If the liabilities assumed by either Party are in excess of the proportion which shall be assumed by it, it has the right to claim against the other Party to recover.

Article 9 Miscellaneous

- 9.1 In the event of any conflicts between this Contract and any other legal documents concluded between the Parties, the provisions in this Contract shall prevail.
- 9.2 The conclusion, validity, performance, and interpretation of this Contract, and any dispute between the Parties arising from this Contract shall be governed by relevant laws and regulations of the People's Republic of China.
- 9.3 All notices given hereunder shall be sent by e-mail, telegram, telex, fax (with confirmation copy sent by airmail) or registered airmail to (detailed address) or any other address superseding the aforesaid address as specified in a written notice. If a notice hereunder is sent by registered airmail, it shall be deemed received on the __ days after the postmark date. If sent by e-mail, telegram, telex, or fax, it shall be deemed received on the __ business days after it is sent.
- 9.4 Any dispute arising from this Contract between the Parties and any claim of a Party to recover from the other Party for the prior

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。

indemnifications made to the Personal Information Subject as liabilities shall be resolved by the Parties through negotiation; if the negotiation fails, either Party may adopt the __ of the following means to resolve (if arbitration is chosen, please check the arbitration institution):

(1) Arbitration. The dispute shall be submitted to:

- China International Economic and Trade Arbitration Commission
- China Maritime Arbitration Commission
- Beijing Arbitration Commission (Beijing International Arbitration Center)
- Shanghai International Arbitration Center
- _____, an arbitral institution which is an arbitration institution of a member of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards

for arbitration in (*venue of arbitration*) according to their arbitration rules then in force.

(2) Litigation. A lawsuit shall be filed to a competent people's court in the People's Republic of China in accordance with the laws.

9.5 This Contract shall be interpreted in accordance with the provisions of relevant laws and regulations and shall not be interpreted in any manner conflicting with the rights and obligations stipulated in relevant laws and regulations.

9.6 This Contract is entered into in __ counterparts, with each Party holding __ original(s) and all of which shall have the same legal effect.

本合同在（地点） 签订

This Contract is signed in (location).

个人信息处理者：

_____年__月__日

境外接收方：

_____年__月__日

Personal Information Handler:

Date: _____

Offshore Recipient:

Date: _____

附录一 个人信息出境说明

Appendix I Details on Export of Personal Information

根据本合同向境外提供个人信息的详情约定如下:

Details of the export of Personal Information under this Contract are agreed as follows:

- | | |
|--|---|
| (一) 处理目的: | 1. Purpose of processing: |
| (二) 处理方式: | 2. Method of processing: |
| (三) 出境个人信息的规模: | 3. Scale of Personal Information to be exported: |
| (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): | 4. Types of Personal Information to be exported (please refer to GB/T35273 <i>Information Security Technology - Personal Information Security Specification</i> and relevant standards): |
| (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): | 5. Types of Sensitive Personal Information to be exported (if applicable, please refer to GB/T35273 <i>Information Security Technology - Personal Information Security Specification</i> and relevant standards): |
| (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): | 6. The Offshore Recipient shall only provide the Personal Information to the following third Parties outside the territory of the People's Republic of China (if applicable): |
| (七) 传输方式: | 7. Transmission method: |
| (八) 出境后保存期限: (年 月 日至 年 月 日) | 8. Retention period after being exported: (from Date to Date) |
| (九) 出境后保存地点: | 9. Storage location after exported: |
| (十) 其他事项 (视情况填写): | 10. Other matters (as applicable): |

附录二 双方约定的其他条款（如需要）

Appendix II Other terms agreed by the Parties (if needed)

(一) 语言。双方以中英双语签订本合同，两种语言文本不一致之处，应以中文为准。

1. Language. This Contract is executed by the Parties in Chinese and English, and in case of any discrepancies in Chinese and English, the Chinese language shall prevail.