《个人信息共享协议》

Personal Information Sharing Agreement

> 单击或点击此处输入文字。/Click here to insert.

—作为提供方—

——as the Providing Party——

和

and

> 单击或点击此处输入文字。/Click here to insert.

—作为接收方—

——as the Receiving Party——

签订于

Dated on

> 单击或点击此处输入文字。/Click here to insert.

使用说明：

Instructions:

1. 本《个人信息共享协议》模板适用于戴姆勒卡车中国公司作为个人信息处理者向同样为独立个人信息处理者的供应商/合作伙伴提供个人信息的情形。

   This template of Personal Information Sharing Agreement is applicable to the scenarios where Daimler Truck China Company, as a personal information processor, provides personal information to the supplier/partner that is also an independent personal information processor.

2. 角色和权利义务

   Roles, rights and obligations

戴姆勒卡车中国公司角色 Role of Daimler Truck China Company	提供方 The Providing Party
供应商/合作伙伴角色 Role of supplier/partner	接收方 The Receiving Party
处理目的和处理方式 Purposes and methods of processing	附件 1 问卷 A 内的内容由双方共同约定；附件 1 问卷 A 之外的由接收方自行决定 The content in Part A of Annex 1 should be agreed by both Parties; those beyond the scope of Part A of Annex 1 should be determined at the Receiving Party's own discretion.
责任主体 Subject of liabilities	提供方和接收方分别为自身的处理行为承担责任 The Providing Party and the Receiving Party shall be respectively liable for their own processing activities
取得个人同意/个人单独同意 Obtain the individual's consent/the individual's separate consent	提供方处理个人信息需取得个人同意。 The Providing Party needs to obtain the individual's consent to process personal information. 关于提供方是否需就与接收方共享个人信息取得个人单独同意：（1）接收方在与戴姆勒卡车中国公司约定范围内（附件 1 问卷 A）的处理活动由戴姆勒卡车中国公司负责取得个人单独同意；（2）接收方超出与戴姆勒卡车中国公司约定范围（附件 1 问卷 A）的处

	理活动由接收方自行取得个人同意（包括个人单独同意，如适用）
	Regarding whether the Providing Party needs to obtain the individual's separate consent with respect to sharing personal information with the Receiving Party: (1) for processing activities within the scope agreed by the Receiving Party and Daimler Truck China Company (Part A of Annex 1), Daimler Truck China Company is responsible for obtaining the individual's separate consent; (2) for the Receiving Party's processing activities beyond the scope agreed with Daimler Truck China Company (Part A of Annex 1), the Receiving Party is responsible for obtaining the individual's consent (including individual's separate consent, if applicable).
进行个人信息保护影响评估 Carry out personal information protection impact assessment	提供方应事先进行个人信息保护影响评估 The Providing Party shall carry out personal information protection impact assessment in advance.
各方权利义务 Rights and obligations of the Parties	• 提供方应向个人告知接收方的名称、联系方式、处理目的、处理方式和共享的个人信息类型 The Providing Party shall inform the individual of the Receiving Party's name, contact details, purposes and methods of processing, and types of the shared personal information • 提供方须取得个人对共享活动的单独同意 The Providing Party shall obtain the individual's separate consent to the sharing activities. • 接收方应在取得个人单独同意的处理目的、处理方式和个人信息类型的范围内处理个人信息 The Receiving Party shall process personal information within the scope of the purposes and methods of processing and types of personal information that the individual's separate consent has been obtained. • 接收方超出已取得个人单独同意的处理目的、处理方式的，应重新取得个人同意 The Receiving Party shall re-obtain the individual's

	consent if the processing is beyond the purposes and methods that the individual's separate consent has been obtained.

联系方式 **Contact Details**	
提供方/The Providing Party	
公司名称 Company name	单击或点击此处输入文字。/Click here to insert.
地址 Address	单击或点击此处输入文字。/Click here to insert.
数据保护及信息安全联络人 Contact person for data protection and information security	单击或点击此处输入文字。/Click here to insert.
电话 Tel	单击或点击此处输入文字。/Click here to insert.
电子邮箱 Email	单击或点击此处输入文字。/Click here to insert.
接收方/The Receiving Party	
公司名称 Company name	单击或点击此处输入文字。/Click here to insert.
地址 Address	单击或点击此处输入文字。/Click here to insert.
数据保护及信息安全联络人 Contact person for data protection and information security	单击或点击此处输入文字。/Click here to insert.
电话 Tel	单击或点击此处输入文字。/Click here to insert.
电子邮箱 Email	单击或点击此处输入文字。/Click here to insert.

1   适用

Applicability

1.1   本《个人信息共享协议》（"本协议"）适用于接收方在为提供方提供服务或与提供方进行合作的过程中，作为与提供方彼此独立的个人信息处理者处理提供方提供的个人信息，并可自主决定该等个人信息的处理目的、方式和范围的相关活动。

This Personal Information Sharing Agreement (this "Agreement") shall be applicable to the relevant activities in which the Receiving Party, as a personal information processor independent from the Providing Party, processes personal information provided by the Providing Party and determines the purposes, methods and scope of personal information processing at its own discretion when providing services for or cooperating with the Providing Party.

1.2   本协议附件 1 数据处理问卷（"附件 1"）问卷 A 由双方共同填写，本协议附件 1 问卷 B 由接收方填写。接收方在履行本协议过程中，如需对本协议附件 1 中信息进行更新和修改，其应及时告知提供方并经提供方事先书面同意。

Part A of Annex 1 - Data Processing Questionnaire ("Annex 1") of this Agreement shall be filled in by both Parties. Part B of Annex 1 hereof shall be filled in by the Receiving Party. If the Receiving Party needs to update or modify the information in Annex 1 hereof during its performance of this Agreement, it shall promptly notify the Providing Party and obtain Providing Party's prior written consent.

2   定义

Definitions

在本协议中：

Under this Agreement:

2.1   "**数据保护法律和法规**"指适用于提供方或接收方的，有关个人信息安全、数据安全及网络安全的所有法律、法规和国家标准，包括且不限于《中华人民共和国个人信息保护法》、《中华人民共和国数据安全法》、《中华人民共和国网络安全法》等。

"**Data protection laws and regulations**" mean all laws, regulations and national standards regarding personal information security, data security and cyber security applicable to the Providing Party or the Receiving Party, including but not limited to *Personal Information Protection Law of the People's Republic of China*, *Data Security Law of the People's Republic of China*, *Cybersecurity Law of the People's Republic of China*, etc.

2.2   "**数据保护及信息安全措施**"指本协议附件 1 问卷 B 中所列的措施以及其他本协议所约定、或履行本协议所需的措施。

"**Data protection and information security measures**" mean the measures listed in Part B of Annex 1 hereof and other measures agreed herein or required for the performance of this Agreement.

2.3 **"中国"**指中华人民共和国，出于本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区。

"**China**" means the People's Republic of China, for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

2.4 **"处理"**指包括个人信息的收集、存储、使用、加工、传输、提供、公开、删除等活动。

"**Processing**" means the collection, storage, use, processing, transmission, provision, disclosure, deletion and other activities of personal information.

2.5 **"个人信息"**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。

"**Personal information**" means all kinds of information recorded electronically or by other means relating to identified or identifiable natural persons, and shall not include information after anonymization.

2.6 **"个人信息安全事件"**指个人信息出现未授权使用、未授权或意外修改损毁或者泄露、篡改、丢失、擅自传输、擅自处理及其他形式的滥用。

"**Personal information security incident**" means unauthorized use, unauthorized or accidental modification, damage, disclosure, tampering, loss, unauthorized transmission, unauthorized processing, and other forms of misuse of personal information.

2.7 **"个人信息处理者"**指在个人信息处理活动中自主决定处理目的、处理方式的组织、个人。

"**Personal information processor**" means an organization or individual that independently determines the purpose and method of processing in personal information processing activities.

3 保密

Confidentiality

3.1 接收方保证对其在本协议项下知晓的或者从提供方处接收的一切信息严格保密。接收方保证不会将该类信息向任何第三方披露并防止第三方获取该类信息，仅出于与本协议相关的目的使用该类信息，且仅可在严格必要时将该类信息向有义务遵守保密规定的人员（包括但不限于其员工、代理、顾问、承包商、高级职员和董事）披露，双方另行书面约定的情况除外。

The Receiving Party undertakes that it shall keep strictly confidential of all the information

known to it or received from the Providing Party hereunder. The Receiving Party undertakes that it shall not disclose such information to any third party, shall prevent such information from being acquired by any third party, shall use such information only for purposes related to this Agreement and shall, only when it is strictly necessary, disclose such information to its personnel (including but not limited to its employees, agents, consultants, contractors, senior officers and directors) who are obligated to comply with the confidentiality requirement, unless otherwise agreed by both Parties in writing.

3.2　　但是，上述保密承诺并不适用于下列信息：

However, the aforesaid confidentiality undertaking shall not be applicable to the following information:

（1）　经证实，接收方已经从无需履行保密义务的第三方合法获取的信息；

information that has been proven to have been lawfully obtained by the Receiving Party from a third party that is not subject to the confidentiality obligation;

（2）　在接收方未违反本协议义务规定的情况下，已经为公众所知的或者已经进入公共领域的信息；

information that has become public knowledge or has entered into the public domain without any violation of the obligations under this Agreement by the Receiving Party;

（3）　经证实，接收方在独立开展自身工作期间开发出的信息。

information that has been proven to be developed by the Receiving Party during the independent performance of its own work.

3.3　　如果提供方是一家金融服务公司且有义务遵守金融行业数据保护的要求，接收方承诺遵守同等要求。

If the Providing Party is a financial services company and is obliged to comply with data protection requirements of the financial industry, the Receiving Party undertakes to comply with the same requirements.

3.4　　接收方应确保其被披露该类信息的人员应同样遵守本协议规定的接收方保密义务并承担相同的保密责任，并应对该等人员违反其保密义务的情形承担连带责任。

The Receiving Party shall ensure its personnel to whom such information is disclosed to comply with the same confidentiality obligation of the Receiving Party hereunder and to assume the same confidentiality responsibility, and shall be jointly and severally liable for any breach by such personnel of their confidentiality obligation.

3.5　　在本协议有效期内获取的任何信息的保密义务，在本协议期满五年内仍然有效。

The confidentiality obligation in respect of any information obtained during the term of this Agreement shall survive the expiration of this Agreement for a period of five years.

4 个人信息处理目的、方式及范围

Purposes, Methods and Scope of Personal Information Processing

4.1 双方同意，提供方按照本协议附件 1 问卷 A 列明的目的、方式及范围，向接收方提供个人信息。接收方应严格按照该等目的、方式和范围处理该等个人信息。

The Parties agree that the Providing Party shall provide the Receiving Party with personal information in accordance with the purposes, methods and scope set forth in Part A of Annex 1 hereof. The Receiving Party shall process such personal information strictly in accordance with such purposes, methods and scope.

4.2 如果接收方拟超出本协议附件 1 问卷 A 列明的处理目的、方式或范围，则接收方应自行按照数据保护法律和法规，以简单、透明、易于理解的语言制定相关个人信息保护政策，通过网站展示、纸质文件、电子邮件等形式向个人信息主体提供原文或链接，以告知有关处理其个人信息的具体安排、相应的安全保障措施、以及针对个人信息的权利行使渠道等，并取得相关个人信息主体的事先书面同意。接收方应当对其超出本协议附件 1 问卷 A 所列处理目的、方式或范围的任何个人信息处理活动自行承担责任，与提供方无关。

If the Receiving Party intends to go beyond the purposes, methods or scope set forth in Part A of Annex 1 hereof, the Receiving Party shall, in accordance with data protection laws and regulations, formulate relevant personal information protection policy by itself in simple, transparent and easy-to-understand language, and provide personal information subjects with the original text or link through website display, paper, e-mail or otherwise to inform them of the specific arrangements for processing their personal information, the corresponding security measures, and the channels for exercising rights with respect to personal information, and obtain prior written consent of the relevant personal information subjects. The Receiving Party shall be solely liable for any of its personal information processing activities beyond the purposes, methods or scope of processing set forth in Part A of Annex 1 hereof. The Providing Party shall not be liable for the foregoing.

4.3 接收方同意确保仅在完成双方约定的个人信息处理目的所需的时间内存储提供方提供的个人信息，并在之后按照提供方的要求归还、删除或匿名化数据。

The Receiving Party agrees to ensure that the personal information provided by the Providing Party will be stored only for such period as is necessary to fulfill the personal information processing purpose as agreed between the Parties and that the data will be returned, deleted or anonymized according to the Providing Party's requirements thereafter.

5 合规义务和责任

Compliance Obligations and Responsibilities

5.1 双方确认并同意，每一方均为数据保护法律和法规项下的独立的个人信息处理者，应就其开展的个人信息处理活动独立承担相应的合规义务和责任。每一方应遵守对其适用的数据保护法律和法规项下对个人信息处理者的各项要求。

The Parties acknowledge and agree that each Party is an independent processor of personal information under the data protection laws and regulations and shall independently assume its compliance obligations and responsibilities with respect to its personal information processing activities. Each Party shall comply with all requirements for personal information processors under the data protection laws and regulations applicable to it.

6 接收方的义务

Obligations of the Receiving Party

6.1 接收方应按照数据保护法律和法规，采取必要措施保障所处理的个人信息的安全。

The Receiving Party shall, in accordance with data protection laws and regulations, take necessary measures to ensure the security of the personal information it processes.

6.2 接收方应按照数据保护法律和法规要求，积极响应个人信息主体行使相应权利的请求，包括但不限于要求知情、决定、查阅、复制、更正、补充、删除个人信息等权利，法律法规另有规定的除外。

The Receiving Party shall, in accordance with the requirements of data protection laws and regulations, actively respond to the request of the personal information subjects to exercise their corresponding rights, including but not limited to rights to be informed, decide, access, copy, rectify, supplement and delete their personal information, etc., unless otherwise stipulated by laws and regulations.

6.3 接收方应对参与处理提供方提供的个人信息的人员进行数据保护培训。

The Receiving Party shall provide data protection training for its personnel involved in the processing of the personal information provided by the Providing Party.

6.4 接收方应向提供方提供有关数据保护及信息安全联络人的详细联系方式。如果根据数据保护法律和法规，接收方需要任命网络和数据安全专门负责人员（如网络安全负责人、数据安全负责人、个人信息保护负责人等），接收方应当以书面形式进行任命，并向提供方提供该等人员的详细联系方式。

The Receiving Party shall provide the Providing Party with the detailed contact information of the contact person for data protection and information security. If the Receiving Party is, in accordance with data protection laws and regulations, obligated to appoint cyber and data security officers (e.g. cyber security officer, data security officer, personal information protection officer, etc.), the Receiving Party shall appoint such officers in writing and provide the Providing Party with the contact details of such officers.

6.5　一经提供方要求，接收方应提供必要信息和证明材料，且协助提供方履行数据保护法律和法规要求的各项义务，包括但不限于记录处理活动、开展个人信息安全影响评估以及申报网络安全审查（如适用）等义务。

Upon request by the Providing Party, the Receiving Party shall provide the Providing Party with the necessary information and supporting materials and assist the Providing Party to perform its obligations under data protection laws and regulations, including but not limited to maintaining records of processing activities, performing personal information protection impact assessments, and applying for cybersecurity review (if applicable), etc.

6.6　除非双方另有书面约定，接收方应承担其为履行本协议各项职责和义务所产生的所有费用。

Unless otherwise agreed in writing by both Parties, the Receiving Party shall bear all expenses incurred by it in performing its duties and obligations hereunder.

6.7　接收方对本协议项下有关个人信息的处理应仅限于在中国境内进行。未经提供方的事先书面同意，接收方不得在中国以外访问或提供机会让他人访问有关个人信息，或使任何个人信息转移至中国以外的其他国家或地区。

The processing of personal information by the Receiving Party hereunder shall be limited to the territory of China. Without the prior written consent of the Providing Party, the Receiving Party shall not access or provide opportunities for others to access the relevant personal information outside China, or cause any personal information to be transferred to other countries or regions than China.

6.8　如接收方需将提供方提供的个人信息进一步提供至其他第三方，接收方应事先通知提供方，获得提供方的书面同意，并自行获取个人信息主体对于接收方进一步向其他第三方提供个人信息的同意。接收方应与该等第三方签署相关合同，且该等合同应符合本协议的约定和要求。接收方应向提供方提供关于第三方的所有信息，包括但不限于相关合同文件供提供方查阅。

If the Receiving Party needs to provide the personal information provided by the Providing Party to other third parties, the Receiving Party shall notify the Providing Party in advance, obtain written consent from the Providing Party, and obtain the consent from the personal information subject for the Receiving Party's further provision of personal information to other third parties. The Receiving Party shall sign relevant contracts with such third parties and such contracts shall comply with the agreements and requirements of this Agreement. The Receiving Party shall provide the Providing Party with all the information concerning the third parties, including but not limited to the relevant contracts and documents for review by the Providing Party.

7　信息安全

Information Security

7.1　接收方保证，其将通过与处理活动风险相适宜的数据保护及信息安全措施来处理提供方提供的个人信息，以防止发生个人信息安全事件。数据保护及信息安全措施不得低于本协议附件 1 问卷 B 中所列标准。无论本协议是否到期或终止，以上措施应在接收方处理提供方提供之个人信息的期限内持续适用。如果提供方根据数据保护法律和法规要求，认为接收方需采取额外的安全措施，则其可要求接收方实施该等额外措施。

The Receiving Party undertakes to process all of the personal information provided by the Providing Party at all times by implementing data protection and information security measures that are appropriate to the risk associated with the processing activities in order to prevent the occurrence of personal information security incidents. Data protection and information security measures shall not be lower than the criteria set forth in Part B of Annex 1 hereof. Regardless of the expiration or termination of this Agreement, the aforesaid measures shall be applicable as long as the Receiving Party processes personal information provided by the Providing Party. If the Providing Party considers it necessary for the Receiving Party to take additional security measures as required by data protection laws and regulations, it may require the Receiving Party to implement such additional measures.

7.2　接收方应建立信息安全管理体系。考虑相应风险，接收方必须确定需要实施的数据保护及信息安全措施，定期检查并修订。对于相应风险及应对措施，接收方须进行记录并保证实施。

The Receiving Party shall establish an information security management system. Considering the relevant risks, the Receiving Party shall determine data protection and information security measures that it needs to implement, and shall regularly review and amend such measures. The Receiving Party shall document the relevant risks identified and countermeasures, and ensure that the measures are implemented.

7.3　应提供方要求，接收方应当将数据保护及信息安全措施的实施情况告知提供方。

At the Providing Party's request, the Receiving Party shall inform the Providing Party of the implementation status on the data protection and information security measures.

7.4　遵守批准的行为准则或者认证程序，可作为有效实施数据保护及信息安全措施的因素之一。信息安全管理体系的认证，例如 ISO27001，可作为有效实施数据保护及信息安全措施的因素。然而，该等认证不能替代个案的核查情形。如果有效实施数据保护及信息安全措施的因素包括该等认证，那么该等认证应当作为附件附于本协议。

Compliance with approved codes of conduct or an approved certification procedure may be included as a factor for substantiating the effective implementation of data protection and information security measures. Certifications of the information security management system, such as ISO 27001, may also be included as a factor for substantiating the effective

implementation of data protection and information security measures. However, such certifications shall not replace examination in individual cases. If such certifications are included as a factor for substantiating the effective implementation of data protection and information security measures, they shall be appended to this Agreement.

7.5 如果本协议附件 1 问卷 B 描述的数据保护及信息安全措施出现重大变动（包括但不限于，如数据处理的情形发生变化或数据保护及信息安全措施发生缺失），接收方必须以书面形式（包括电子形式）通知提供方。如数据保护及信息安全措施的变动将会导致数据安全的保护效力降低，接收方须在相关变动之前获取提供方书面形式的（包括电子形式的）同意。

The Receiving Party shall notify the Providing Party in writing (including in electronic form), of any significant changes (including but not limited to, changes in data processing conditions or absence of data protection and information security measures) to the data protection and information security measures described in Part B of Annex 1 hereof. If the changes in data protection and information security measures will reduce the effectiveness of data security protection, the consent of the Providing Party in writing (including in electronic form) shall be obtained before the change is carried out by the Receiving Party.

8 监管检查

Regulatory Inspection

8.1 如果监管部门对于接收方和/或接收方使用的信息技术基础设施及系统采取控制程序或其他强制措施，且该等措施与本协议有关或可能影响到本协议的履行，接收方应立即书面通知提供方。如相关部门查封、扣押、司法调查或其他执法行为，或因破产程序、重组程序或者第三方开展的其他活动或者行动，阻碍本协议的履行，接收方应将该等情况立即书面通知提供方。

The Receiving Party shall inform the Providing Party in writing without delay of any control procedures or other compulsory measures that are imposed on it or its IT infrastructure and system by regulatory authorities, which are in relation to this Agreement or may affect the performance of this Agreement. In the context of seizure, confiscation, judicial inquiries or other law enforcement actions by relevant authorities, or in the context of insolvency proceedings, reorganization proceedings or other actions of third parties, which prevents the performance of this Agreement, the Receiving Party shall inform the Providing Party of such circumstances in writing without delay.

8.2 在前述条款所规定的情形下，如果接收方接受与提供方提供的个人信息相关的检查、访问或者其他有关授权访问，接收方应采取充分措施确保个人信息的安全，且未经提供方书面同意，接收方保证提供方提供的个人信息不会被披露给本协议前述条款所述相关方之外的任何其他第三方。

Under the context of the above clause, if the Receiving Party accepts an inspection, access or other authorized access in relation to the personal information provided by the Providing Party, it shall take adequate measures to ensure the security of the personal information and without the written consent of the Providing Party, the Receiving Party shall ensure that the personal information provided by the Providing Party will not be disclosed to any third party other than the relevant parties stated in the above clause.

9 个人信息安全事件

Personal Information Security Incident

9.1 接收方应立即向提供方报告任何数据保护安全漏洞（涉及根据本协议处理的个人信息的无意或未经授权的破坏，丢失，修改，披露或访问），并及时处理。如果接收方存在任何已发生的个人信息安全事件，应由接收方负责按照数据保护法律和法规的要求，履行向相关监管机构和个人信息主体发出通知的义务，且应尽快通知提供方（且任何情形下不得超出其知晓上述情形后 24 小时）。

The Receiving Party shall promptly report to the Providing Party on any data protection security vulnerability (in respect of the inadvertent or unauthorized destruction, loss, modification, disclosure or access of personal information processed under this Agreement) and promptly deal with such vulnerability. If the Receiving Party has any occurred personal information security incident, the Receiving Party shall be responsible to provide notifications to the relevant regulatory authorities and personal information subjects as required by data protection laws and regulations and shall notify the Providing Party as soon as possible (and in no event later than 24 hours after it becomes aware of the aforesaid situation).

9.2 接收方应尽快采取必要措施澄清并补救个人信息安全事件，包括但不限于停止非法处理、恢复丢失或损坏的个人信息（如可行）、消除一切非法处理手段或措施已造成的影响、升级优化技术和组织安全措施等，并将该等措施的执行情况告知提供方。

The Receiving Party shall take all measures necessary to clarify the matter and remedy the personal information security incident without any delay, including but not limited to stopping illegal processing, recovering lost or damaged personal information (if feasible), eliminating all impact caused by illegal processing methods or measures, upgrading and optimizing technical and organizational security measures, etc., and inform the Providing Party of the implementation status of these measures.

10 本协议的期限及终止

Term and Termination of this Agreement

10.1 本协议自双方签署后于【 年月日 】生效，有效期限为*【请输入有效期限】*。如接收方违反本协议或数据保护法律和法规的要求，在不影响提供方基于法律法规和本协议赋

予的权利和救济的情况下，提供方可决定（1）立即要求接收方停止相关行为，并采取有效补救措施（如更改口令、回收权限、断开网络连接等）控制或消除个人信息面临的安全风险；及/或（2）经书面通知接收方终止本协议且不承担违约责任。提供方也可经提前【30】日书面通知接收方的方式，无需任何理由单方面解除本协议。

This Agreement shall come into force on DD/MM/YY after execution by both Parties and shall remain in force for *please insert the term of validity*. If the Receiving Party breaches this Agreement or any of the requirements under data protection laws and regulations, without prejudice to the rights and remedies of the Providing Party under the laws and regulations and this Agreement, the Providing Party may (1) immediately request the Receiving Party to cease the relevant acts and take effective remedial measures (such as change of password, recall of authorization, disconnection of network, etc.) to control or eliminate the security risk to the personal information; and/or (2) terminate this Agreement upon written notice to the Receiving Party without any liability of breach. The Providing Party may unilaterally terminate this Agreement without any reasons by giving 30 days written notice to the Receiving Party in advance.

10.2   本协议期限届满或终止之日，接收方应根据提供方的选择，向提供方归还所有提供方基于本协议已提供的个人信息及其副本，并删除或匿名化所有该等个人信息（包括已创设的任何副本），且接收方需确保无法对个人信息进行复原，并向提供方证明其已完成上述要求。如果接收方认为数据保护法律和法规不允许删除特定个人信息，接收方应以书面形式向提供方充分说明理由并征得同意。

Upon the expiration or termination of this Agreement, the Receiving Party shall, at the option of the Providing Party, return to the Providing Party all personal information and any copies thereof which have been provided by the Providing Party according to this Agreement, and delete or anonymize all such personal information (including all copies created), and ensure that the personal information cannot be recovered and certify to the Providing Party that it has fulfilled the aforesaid requirements. If the Receiving Party is of the opinion that the deletion of certain personal information is not permitted by data protection laws and regulations, the Receiving Party shall provide sufficient reasons in writing to the Providing Party and obtain the Providing Party's consent.

10.3   如果接收方有义务保留任何提供方基于本协议已提供的个人信息以履行数据保护法律和法规的强制性义务，则在此范围内应适用以下规定：（1）接收方应仅在遵守数据保护法律和法规强制性义务所必要的程度和范围内保留该等个人信息的一份副本；（2）接收方保证该等个人信息的保密性，并停止除存储和采取必要的安全保护措施之外的处理活动。

To the extent that the Receiving Party is obliged to retain any personal information provided by the Providing Party under this Agreement in order to meet mandatory obligations under data protection laws and regulations, the following provisions shall apply: (1) the Receiving Party shall retain one copy of such personal information only to the extent and scope necessary to comply with the mandatory obligations under data protection laws and

regulations; (2) the Receiving Party guarantees the confidentiality of such personal information and will stop any processing activities other than storage and taking necessary security protection measures.

10.4 在本协议期限届满或终止后，只要接收方仍保留任何提供方提供的个人信息，则双方在第 10.3 条和第 11.1 条项下的权利和义务将继续有效。

The rights and obligations of the Parties under Clauses 10.3 and 11.1 will survive the expiration or termination of this Agreement for as long as any personal information provided by the Providing Party remains in the Receiving Party's possession.

11 通用条款

Miscellaneous

11.1 在不影响提供方、其关联、附属机构及各自的员工、代理、承包商、高级职员和董事依据中国法律或与本协议有关的任何其他权利或救济的情况下，接收方应就因其任何违反本协议约定的行为引起或与之相关的所有损失、开支、负债、申诉、损害和费用，包括法律费用、利润或收入的损失，和/或个人信息主体或政府部门就个人信息处理而提出的任何申诉或指控，向提供方、其关联、附属机构及各自的员工、代理、承包商、高级职员和董事做出赔偿，为其抗辩并使其免受损害。

Without prejudice to any other rights or remedies of the Providing Party, its related parties, affiliates and their respective employees, agents, contractors, senior officers and directors under the laws of China or in connection with this Agreement, the Receiving Party shall be liable for all losses, expenses, liabilities, claims, damages and fees, including legal fees, loss of profits or revenue, and/or any claim or allegation brought by personal information subjects or government authorities regarding the processing of personal information, arising out of or in connection with any breach of this Agreement by the Receiving Party, and compensate the Providing Party, its related parties, affiliates and their respective employees, agents, contractors, senior officers and directors, defend for them and hold them harmless.

11.2 对本协议及其任何部分的变更、补充或修订均需双方的书面同意。

Any Changes, amendment or revisions to this Agreement and any part thereof require the written consent of both Parties.

11.3 本协议的签署、解释和履行以及由本协议引起或与之相关的任何争议应受中国法律管辖。因本协议产生或与之相关的争议应【(i) 按照【主合同名称】约定的争议解决方式解决；或(ii) 提交至中国国际经济贸易仲裁委员会在北京仲裁。】*[备注：请根据实际情况从(i)或(ii)项表述中选择其一。]*

The execution, interpretation and performance of this Agreement and any disputes arising out of or in connection with this Agreement shall be governed by laws of China. Any dispute arising

out of or in connection with this Agreement shall be [(i) resolved in accordance with the dispute resolution approach agreed in [name of the master agreement]; or (ii) submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing.] *[Note: Please select either (i) or (ii) based on the actual circumstances.]*

11.4 若本协议的任何条款被认定为无效或不可执行，此等条款的无效性将不影响本协议的其他条款，且所有未受此无效性影响的条款仍具有完整效力和作用。

If any provision of this Agreement is held to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions that are not affected by such invalidity shall remain in full force and effect.

11.5 本协议附件应被视为本协议的组成部分，与本协议正文具有同等效力。

Any Annexes to this Agreement shall be deemed as an integral part of this Agreement and shall have the same effect as the text of this Agreement.

11.6 本协议以中文和英文书就，若中英文本间存在任何差异，以中文为准。

This Agreement is written in Chinese and English languages. In the event that any discrepancy exists between the Chinese and English versions, the Chinese version shall prevail.

签字页/ Signature page：

提供方/Providing Party： 单击或点击此处输入文字。/Click here to insert.

授权代表人签字/Signature of authorized representative：	**授权代表人签字/Signature of authorized representative：**
姓名/Name：	**姓名/Name：**
职务/Title：	**职务/Title：**
日期/Date：	**日期/Date：**

接收方/Receiving Party： 单击或点击此处输入文字。/Click here to insert.

授权代表人签字/Signature of authorized representative：	**授权代表人签字/Signature of authorized representative：**
姓名/Name：	**姓名/Name：**
职务/Title：	**职务/Title：**
日期/Date：	**日期/Date：**

附件 1：数据处理问卷
Annex 1：Data Processing Questionnaire

本附件为《个人信息共享协议》的组成部分，由**问卷 A. 共享基本情况**，**问卷 B. 数据保护及信息安全措施**组成。

This Annex is a part of the Personal Information Sharing Agreement, consisting of **Part A. Basic Information of Sharing** and **Part B. Data Protection and Information Security Measures**.

问卷 A. 共享基本情况
Part A. Basic Information of Sharing

1 主要事项

Subject Matter

请详细描述是否存在与上述数据共享相关的主协议或其他（服务）协议（"相关协议"），数据共享的范围和目的，以及接收方如何处理提供方提供的个人信息。如：接收方与提供方签署 XXX 协议，为 XXX 目的涉及和／或处理个人信息（具体的个人信息于本问卷 A 第 3 款填写，具体的目的于本问卷 A 第 5 款填写）。

Please describe if the Master Agreement or other (service) agreement ("Relevant Agreement") exists, to which the above data sharing relates, the scope and purpose of data sharing, and how the Receiving Party processes personal information provided by the Providing Party. For example, the Receiving Party signs XXX Agreement with the Providing Party, involves and/or processes personal information for the purpose of XXX (the specific personal information should be filled in Section 3 and specific purposes should be filled in Section 5 under this Part A)

2 期限

Term

请明确适用期限，如与相关协议的期限相同，则填入相关协议的期限。

Please specify the applicable term. In case the term is the same as in the Relevant Agreement, please fill in the same term.

3 所处理个人信息的类型、敏感程度、数量

Types, Level of Sensitivity and Volume of Personal Information Processed

列举个人信息的类型（其中，个人敏感信息类型**加粗并下划线**），示例：姓名，地址，电话，用户 ID，车辆数据（请明确具体类型），**信用卡数据**，客户档案，**身份证号**，**身份证扫描件**，**驾驶证号**，**驾驶证扫描件**等。请描述每一类个人信息的数量，可预计。

Please list relevant personal information types (**bold and underline** Personal Sensitive Information), e.g. name, address, phone number, user-ID, vehicle data (please specify the specific types), **credit**

card data, customer profiles, **ID number**, **scanned copies of ID card**, **driving license number**, **scanned copies of driving license**, etc. Please describe the volume of each type of personal information. Can be estimated.

4　数据处理、保存地点和期限

Locations and Durations of Data Processing and Storage

请列举所有个人信息将被处理及保存的地点，如：数据中心或者办公室，以及所有基于测试和运维目的（远程）访问个人信息的地址，请明确上述地点的城市。

Please list all the locations where personal information will be processed and stored, for example, data centers or offices and all locations from where (remote) access to personal information for testing and maintenance purposes takes place. Please specify the city of the above locations.

5　个人信息处理活动的目的、方式和范围

Purposes, Methods and Scope of Personal information Processing Activities

请概述双方在本协议项下处理个人信息的目的，如协议约定的合作范围；以及（2）请更具体的描述数据提供方和接收方各自的处理目的。处理个人信息基本意味着所有与个人信息相关的动作，例如收集、存储、使用、加工、传输、提供、公开、删除等。如该等动作已经涵盖在相关协议中，可以采取以下引用相关协议描述的方式：例如"接收方根据相关协议 XXX 条，提供关于问卷 A 第 3 款涉及的个人信息的 XXX 服务。

(1) Please briefly describe the purposes of both Parties with respect to processing personal information under this Agreement, such as the scope of cooperation agreed in this Agreement; and (2) please describe in more detail the respective processing purposes of the Providing Party and the Receiving Party. Processing of personal information basically means all kinds of actions to personal information, such as collection, storage, use, processing, transmission, provision, disclosure, deletion, etc. Should such actions already be described in the Relevant Agreement, a reference to the Relevant Agreement may be used: e.g. "according to article XXX in Relevant Agreement, the Receiving Party provides XXX services in respect of the personal information set forth in Section 3 of this Part A."

6　所涉及的个人信息主体

Personal Information Subject Involved

在本协议范围内，共享的个人信息所标识或者关联的自然人（个人信息主体）如下所示：

In the context of this Agreement, the natural persons (personal information subjects) identified or associated with the personal information shared are as follows:

请具体描述本协议中共享的个人信息所标识或者关联的自然人类型，例如，某公司的雇员，XXX 服务的客户，XXX 应用的用户，司机，供应商等。若主协议已涵盖该类描述，需要体现对于主协议的引用：例如，"相关协议/附件第 XXX 条已规定本协议涉及的人员。"若涉及不满 14

周岁未成年人的个人信息，请列明并描述原因。

Please describe in detail the types of natural persons identified or associated with the personal information shared in the service, e.g. employees of company XXX, customer of service XXX, users of application XXX, drivers, suppliers, etc. In case this is already described in the Master Agreement, a reference to the Master Agreement shall be used: e.g. "the persons concerned hereunder are described under article XXX of the Relevant Agreement/Annex X." If personal information of minors under the age of 14 is involved, please state and describe the reasons.

问卷 B. 数据保护及信息安全措施
Part B. Data Protection and Information Security Measures

<mark>*请输入接收方名称*</mark>**已采取下述基本措施及补充措施（如适用）**，以保障数据及信息安全（以"▣" 标识已采取的措施，并在方框内根据需要补充描述）。

The Receiving Party's name **has implemented the following basic measures and additional measures (if applicable)** in order to safeguard the data and information security (check"▣" for the existing measures, and add descriptions in boxes when necessary).

本部分用于记录由接收方实施的数据保护及信息安全措施，以保障数据处理活动的安全性。

This part shall be used to document the data protection and information security measures implemented by the Receiving Party in order to safeguard the security of data processing activities.

每项数据保护及信息安全措施根据其主要保护目标进行分类：处理个人信息所涉及的系统和服务的机密性，完整性，可用性和韧性（可复原性）。组织措施及与流程有关的措施是对主要保护目标的补充。

Each data protection and information security measure is categorized according to its primary protection objectives: the confidentiality, integrity, availability and resilience (recoverability) of the systems and services involved in the processing of personal information. Organizational and process-related measures supplement the primary protection objectives.

下面列出的所有行动要点并非均需要满足；接收方需要确保根据现有技术采取了适当保护的水平。 现有技术包括目前市场上可用的有效措施；国家或国际标准等提供了更具体的规范（例如 BSI，ENISA，NIST，TeleTrust）。

Not all of the action points listed below need to be met; the Receiving Party needs to ensure that the overall level of protection is appropriate according to the state of the art. The state of the art comprises established and effective measures that are currently available on the market; national or international standards offer greater specification (e.g. BSI, ENISA, NIST, TeleTrust).

1 （物理）访问控制

(Physical) Access Control

定义：物理访问控制是指通过采取相关行动禁止未经授权的人员对个人信息处理地点和区域进行物理访问。

Definition: Physical access control means the action taken to deny unauthorized persons' physical access to locations and areas in which personal information is processed.

1.1 基本措施

Basic measures

序号 No.	基本措施 Basic measure	是否可实现控制及具体描述 Whether control can be realized and descriptions	基本措施是必须采取的，如果未采取任何基本措施，请在下面说明您的原因或替代措施

			Basic measures are mandatory. Please state your reasons or alternatives below if any of the basic measures has not been taken
1	公司聘有安保人员 Security guards employed by the company	☐	单击或点击此处输入文字。
2	进出实施门禁卡 Door access cards required for entry and exit	☐	单击或点击此处输入文字。
3	部署了 24 小时监控及报警系统 24-hour monitoring and alarm system deployed	☐	单击或点击此处输入文字。
		工作地点： Workplace:	
		☐ 戴姆勒办公场所 Daimler office	单击或点击此处输入文字。
		☐ 合资公司办公场所 JV office	单击或点击此处输入文字。
		☐ 合作方办公场所 Vendor office	单击或点击此处输入文字。
		☐ 其他 Others	单击或点击此处输入文字。
		笔记本电脑派发： Laptop distribution:	
		☐ 戴姆勒提供 Daimler owned	单击或点击此处输入文字。
		☐ 合作方提供 Vendor owned	单击或点击此处输入文字。
		☐ 自有 Personal owned	单击或点击此处输入文字。
		☐ 其他 Others	单击或点击此处输入文字。

（如需要，请在此补充）

(Please add here if necessary)

1.2　补充措施

Additional measures

除《个人信息共享协议》中的基本要求外，为实施物理访问控制还采取了以下哪些行动？（请对已采取的相应措施以"▣"选定标记）

In addition to the basic measures listed in the Personal Information Sharing Agreement, which of the following measures have been implemented for the purpose of physical access control? (Check"▣" for the existing measures)

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	是否有访客管理流程 Rules and regulations for visitors management	☐
2	是否配有笔记本防盗锁 Lap-tops equipped with anti-theft locks	☐
3	机房等特殊区域访问权限是否管理严格 Strict management of access to special areas such as server rooms, etc.	☐
4	门禁进出记录是否可查 Availability of all door access records	☐
5	相关警报触发，是否有快速响应处理及流程 Prompt response management and process for the triggering of alarms	☐
6	是否有碎纸机（交叉碎纸） Document shredders (cross cutting)	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons

（如需要，请在此补充）

(Please add here if necessary)

1.3 如果物理访问控制不适用于本协议，请在如下区域简要阐明原因或提供额外补充控制说明

If physical access control is not applicable to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

2 （系统）访问控制

(Systems) Access Control

定义：系统访问控制是指通过采取相关行动防止未经授权的人员使用数据处理系统。

Definition: Systems access control means the action taken to prevent unauthorized persons from using data processing systems.

2.1 基本措施

Basic measures

序号 No.	基本措施 Basic measure	是否可实现控制及具体描述 Whether control can be realized and descriptions	基本措施是必须采取的，如果未采取任何基本措施，请在下面说明您的原因或替代措施 Basic measures are mandatory. Please state your reasons or alternatives below if any of the basic measures has not been taken.
1	系统访问部署了账号及密码 User ID and password to access the systems	☐	单击或点击此处输入文字。
2	安装了杀毒软件 Installed anti-malware	☐	单击或点击此处输入文字。
3	部署了防火墙 Installed firewall	☐	单击或点击此处输入文字。

（如需要，请在此补充）

(Please add here if necessary)

2.2 补充措施

Additional measures

除《个人信息共享协议》中的基本要求外，为实施系统访问控制（用户识别和认证）还采取了以下哪些行动？（请对已采取的相应措施以"▣"选定标记）

In addition to the basic measures listed in the Personal Information Sharing Agreement, which of the following measures have been implemented for the purpose of systems access control (user identification and authentication)? (Check"▣" for the existing measures)

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	信息按敏感级别进行分类访问 Access to information categorized by sensitivity level	☐
2	是否有域控服务器 Domain controllers have been deployed	☐
3	域控服务器管理及维护是否正常 Domain controllers have been operated and maintained normally	☐
4	强密码策略是否部署实施 Strong-password strategy has been used	☐
5	尝试登录异常警报是否可触发 Abnormal login alert can be triggered	☐
6	系统访问账号的权限分配是否明确 Clear authority allocation for system access accounts	☐
7	应用系统是否主动做过渗透测试，检测安全性 Penetration test has been proactively carried out to check the security of application systems	☐
8	根据所存储信息保护级别，是否部署了令牌或双/多因素认证登陆 Token or dual/multi-factor authentication procedure has used based on the protection level for the stored information	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons.

（如需要，请在此补充）

(Please add here if necessary)

2.3 如果系统访问控制不适用于本协议，请在如下区域简要阐明原因或提供额外补充控制说明

If systems access control is not applicable to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

3 （用户权利）访问控制

(User Rights) Access Control

定义：（用户权利）访问控制包括通过采取相关行动确保获授权使用数据处理系统的人员仅可获取与其授权相对应的数据并确保在处理或者使用期间或者在数据保存之后不会擅自读取、复制、修改或者移除任何个人信息。

Definition: User rights access control comprises the action taken to ensure that the persons authorized to use data processing systems can only access the data corresponding to their access authorization and that data cannot be read, copied, amended or removed without authorization during processing or use, after the data has been saved.

3.1　基本措施

Basic measures

序号	基本措施 Basic measure	是否可实现控制及具体描述 Whether control can be realized and descriptions	基本措施是必须采取的，如果未采取任何基本措施，请在下面说明您的原因或替代措施 Basic measures are mandatory. Please state your reasons or alternatives below if any of the basic measures has not been taken.
1	部署了基于账号的数据访问权限管理 Account-based data access authorization management has been deployed	☐	单击或点击此处输入文字。

（如需要，请在此补充）

(Please add here if necessary)

3.2　补充措施

Additional measures

除《个人信息共享协议》中的基本要求外，为实施（用户权利）访问控制还采取了以下哪些行动？（请对已采取的相应措施以"▣"选定标记）

In addition to the basic measures listed in the Personal Information Sharing Agreement, which of the following measures have been implemented for the purpose of (user rights) access control? (Check"▣" for the existing measures)

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	系统应用级别的相关授权及角色定义是否有文档化描述 Authorization and role concepts at the system application level are documented and described	☐
2	特权账号的审批及授予是否有文档化描述 Approval and granting of privileged account is documented and described	☐
3	是否进行定期自查，岗位及职能变 Regular self-examination on changes in positions and functions	☐
4	相关账号是否设定可使用时长 Available time can be set for relevant accounts	☐
5	个人信息存储及传输是否加密 Personal information is stored and transmitted with encryption	☐
6	日志的增删改是否可以查询 Available records of modifications and deletions to logs	☐
7	权限分配是否根据可完成工作的最小权限限度授予的 Access are authorized based on the principle of need-to-know and least privilege	☐
8	开发测试和生产环境是否分离 Separated development test and production environment	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons

（如需要，请在此补充）

(Please add here if necessary)

3.3 如果（用户权利）访问控制不适用于本协议，请在如下区域简要阐明原因或提供额外补充控制说明：

If (user rights) access control is not applicable to this Agreement, please briefly state the reasons and/or provide additional remediation control descriptions below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

4 披露控制

Disclosure Control

定义：披露控制是指为确保在电子传输过程中、数据媒体存储过程中或在该等媒体上传输过程中未经授权不得读取、复制、修改或删除个人信息而采取的行动，并确保有可能确定和审查预计有必要使用数据传输设施传输个人信息的相关节点。

Definition: Disclosure control refers to the action taken to ensure that personal information cannot be read, copied, amended, or removed without authorization during the course of electronic transmission, storage on data media, or transmission to such media, and to ensure that it is possible to establish and review the points at which data transfer facilities are envisaged as necessary for transferring personal information.

4.1 基本措施

Basic measures

序号	基本措施 Basic measure	是否可实现控制及具体描述 Whether control can be realized and descriptions	基本措施是必须采取的，如果未采取任何基本措施，请在下面说明您的原因或替代措施 Basic measures are mandatory. Please state your reasons or alternatives below if any of the basic measures has not been taken.
1	定期查看接收人名单是否有变化 Check the list of recipients regularly for changes	☐	单击或点击此处输入文字。

（如需要，请在此补充）

(Please add here if necessary)

4.2 补充措施

Additional measures

除《个人信息共享协议》中的基本要求外，为实施披露控制采取了以下哪些行动？（请对已采取的相应措施以"▣"选定标记）

In addition to the basic measures listed in the Personal Information Sharing Agreement, which of the following measures have been implemented for the purpose of disclosure control? (Check"▣" for the existing measures)

序号	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions

No.		
1	数据传输是否加密 Encrypted data transfer	☐
2	作为信息完整性及防篡改的邮件签名功能是否启用 Email signature is enabled for integrity protection and anti-tampering	☐
3	USB 相关接口是否已禁用 USB port disabled	☐
4	个人信息相关数据是否加密存储 Encrypted storage of personal information data	☐
5	入侵检测或入侵防御系统是否部署 Intrusion detection/prevention system has been deployed	☐
6	包含个人信息的转发日志记录是否可查 Available forwarding logs including personal information	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons.

（如需要，请在此补充）

(Please add here if necessary)

4.3 **如果披露控制与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明**

If disclosure control is not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below：

（如需要，请在此补充）

(Please add here if necessary)

5 输入控制

Input Control

定义：输入控制是指通过采取相关行动确保能够开展追溯性检查，从而确定数据处理系统中的个人信息是否已被录入、修改或者移除，以及执行此类操作的对应人员（如有）。

Definition: Input control refers to the action taken to ensure that retrospective checks can be carried out to establish whether personal information in data processing systems has been entered, modified, or removed and, if so, by whom (if any).

5.1 基本措施

Basic measures

无强制要求措施。

No specific basic measures are mandatorily required.

5.2 补充措施

Additional measures

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	个人信息数据的增删改查记录是否可查 Available records of modifications and deletions to personal information data	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons.

（如需要，请在此补充）

(Please add here if necessary)

5.3 如果输入控制与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明

If input control is not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

6 分包商控制

Subcontractor Control

定义：分包商控制是指通过采取相关行动确保该类分包商能够采取与接收方相同的方式遵守对接收方的数据保护及信息安全措施要求。

Definition: Subcontractor control means the action taken to ensure that subcontractor is able to comply with the data protection and information security measures imposed on the Receiving Party in the same manner as the Receiving Party.

6.1 基本措施

Basic measures

无强制要求措施。

No specific basic measures are mandatorily required.

6.2 补充措施

Additional measures

序号	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	是否有分包商自查 Self-examinations by subcontractors	☐
2	是否定期对分包商进行审计 Regular audit on subcontractors	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons.

（如需要，请在此补充）

(Please add here if necessary)

6.3 如果分包商控制与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明：

If subcontractor control is not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

7 可用性控制

Availability Control

定义：可用性控制是指通过采取相关行动确保个人信息免于遭受意外损坏或者丢失。

Definition: Availability control means the action taken to ensure that personal information is protected against accidental destruction or loss.

7.1 基本措施

Basic measures

无强制要求措施。

No specific basic measures are mandatorily required.

7.2 补充措施

Additional measures

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	是否部署了应急灾备响应计划 Contingency plans in place	☐
2	机房的恒温恒湿记录是否可查 Available records of monitoring server rooms' temperature and humidity	☐
3	机房内是否有烟感检测器 Server rooms have fire and smoke alarms	☐
4	是否有应急计划测试文档 Documentation of contingency plan tests	☐
5	是否有线路冗余，存储冗余 Redundant wiring and storage	☐
6	物理安全中，是否部署了防火，空调，不间断电源等设备 Physical protection systems in place, e.g. fire protection, A/C, uninterruptible power supply, etc.	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons.

> （如需要，请在此补充）
>
> (Please add here if necessary)

7.3 如果可用性控制与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明：

If availability control is not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below:

> （如需要，请使用附页）
>
> (Please use an additional sheet if necessary)

8 分离原则

Segregation Principle

定义：分离原则要求通过采取相关措施确保对出于不同目的收集的数据进行分别处理。

Definition: The segregation principle requires the implementation of measures to ensure that data collected for different purposes can be processed separately.

8.1 基本措施

Basic measures

无强制要求措施。

No specific basic measures are mandatorily required.

8.2 补充措施

Additional measures

序号	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	数据是否做到相关层面隔离：物理、系统、数据 Data are separated at physical, system and data level	☐
2	是否对于使用进行了定期自查 Regular check to ensure the use	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons

（如需要，请在此补充）

(Please add here if necessary)

8.3 如果分离原则与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明

If segregation principle is not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)

9 组织安全标准

Organizational Security Criteria

定义：组织安全标准是指用于保护个人信息的对应规则与规程。

Definition: The organizational security criteria mean the rules and procedures used to protect personal information.

9.1 基本措施

Basic measures

无强制要求措施。

No specific basic measures are mandatorily required.

9.2 补充措施

Additional measures

序号 No.	补充措施 Additional measure	是否可实现控制及具体描述 Whether control can be realized and descriptions
1	公司是否有法务部及信息技术部的设立 Legal department and IT department established in the company	☐
2	是否有相关信息安全管理资质：比如 ISO27001，等级保护认证 GB/T 22239，请一并提供资质证明） Relevant information security management qualifications: such as ISO27001, classified protection certification GB / T 22239. Please also provide the qualifications and certifications)	☐
3	是否定义了相关个人信息安全事件处理实施流程 Handling and implementation process of personal information security incidents	☐
4	是否具有事件管理响应流程 Incident management and response procedures in place	☐
5	公司内部是否定期进行员工安全意识培训 Internal security awareness trainings are regularly carried out for employees and managers	☐

如果未采取任何补充措施，请说明替代方法或原因。

If none of the additional measures has been taken, please state the alternatives or reasons

（如需要，请在此补充）

(Please add here if necessary)

9.3 如果组织安全标准与本协议项下的服务无关联，请在如下区域简要阐明原因或提供额外补充控制说明

If organizational security criteria are not relevant to the service subject to this Agreement, please briefly state the reasons or describe additional remediation control below:

（如需要，请使用附页）

(Please use an additional sheet if necessary)