《个人信息共同处理协议》

Personal Information Joint Processing Agreement

单击或点击此处输入文字。/Click here to insert.

—作为共同处理者（"**甲方**"）—

— as the Joint Processor ("**Party A**")—

和

and

单击或点击此处输入文字。/Click here to insert.

—作为共同处理者（"**乙方**"）—

— as the Joint Processor ("**Party B**")—

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《个人信息共同处理协议》模板适用于戴姆勒卡车中国与供应商/合作伙伴作为共同处理者处理个人信息的情形。

   This template of Personal Information Joint Processing Agreement is applicable to the scenarios where Daimler Truck China Company and the supplier/partner process personal information as joint processors.

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 Chinese Company	共同处理者 The Joint Processor
供应商/合作伙伴角色 Role of supplier/partner	共同处理者 The Joint Processor
处理目的和处理方式 Purposes and methods of processing	共同决定 Jointly determined
责任主体 Subject of liabilities	对外承担连带责任，对内按协议约定进行责任分担 The Joint Processors shall undertake joint and several liabilities externally and share liabilities internally as agreed hereunder.
取得个人同意/个人单独同意 Obtain the individual's consent/the individual's separate consent	共同处理者处理个人信息需取得个人同意，但无需专门就与其他处理者共同处理个人信息的行为取得个人单独同意 The Joint Processors need to obtain the individual's consent to process personal information, but do not need to specially obtain the individual's separate consent with respect to the joint processing of personal information with other processors.
进行个人信息保护影响评估 Carry out personal information	不需要 No need.

protection impact assessment	
各方权利义务 Rights and obligations of the Parties	由双方约定，但不影响各方对外承担连带责任 Agreed by the Parties, but the joint and several liabilities undertaken by each Party externally shall not be affected.

联系方式 **Contact Details**	
甲方/Party A	
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.
乙方/Party B	
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《个人信息共同处理协议》（"本协议"）适用于乙方为甲方提供服务或与甲方进行合作的过程中，与甲方共同处理个人信息的相关活动。

This Personal Information Joint Processing Agreement (this "Agreement") shall be applicable to the relevant activities   in which Party B processes personal information jointly with Party A in the course of providing services for Party A or cooperating with Party A.

1.2 本协议附件 1 数据处理问卷（"附件 1"）由双方共同填写。

Annex 1 - Data Processing Questionnaire ("Annex 1") of this Agreement shall be filled in by both Parties.

2. 定义

Definitions

在本协议中：

Under this Agreement:

2.1 **"数据保护法律和法规"**指适用于任何一方的，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**" means all laws, regulations and national standards regarding personal information security, data security and cyber security applicable to either 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"**指本协议所约定的、或履行本协议所需的措施。

"**Data protection and information security measures**" mean the measures agreed in this Agreement 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 "**处理者**"或"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。

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

2.8 "**共同处理者**"指通过约定各自的权利和义务，共同决定个人信息的处理目的和处理方式的两个或以上的个人信息处理者。

"**Joint Processor**" means two or more personal information processors who jointly determine the purposes and methods of processing personal information by agreeing on their respective rights and obligations.

3. 保密

Confidentiality

3.1 每一方保证对其在本协议项下知晓的或者从另一方处接收的一切信息严格保密。各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。

Each Party undertakes that it shall keep strictly confidential of all the information known to it or received from the other Party hereunder. Each Party undertakes that it shall not disclose such information to any third party and 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，另一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 other Party from a third party that is not subject to the confidentiality obligation;

（2） 在另一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 other Party;

（3） 经证实，另一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 other Party during the independent performance of its own work.

3.3 如果一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，另一方承诺遵守同等要求。

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

3.4 双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 Parties shall ensure their personnel to whom such information is disclosed to comply with the same confidentiality obligation 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、方式和范围**

    Purposes, Methods and Scope of Personal Information Processing

4.1 双方同意按照本协议附件 1 约定的处理目的、方式和范围共同处理个人信息。除非经得另一方事先书面同意，任何一方不得在履行本协议过程中超出附件 1 的约定开展个人信息处理活动。

The Parties agree to jointly process personal information in accordance with the purposes, methods and scope of processing as agreed in Annex 1 hereunder. Without the prior written consent of the other Party, neither Party shall, during performance of this Agreement, process personal information beyond Annex 1.

4.2 除非另有明确约定，任何一方不得创建个人信息副本，以下情况除外：1）为容灾备份所必需的备份副本，以及 2）为遵守法定保留期限所需的副本。

Unless otherwise expressly agreed, neither of the Parties may create copies of the personal information, except: (1) copies that are necessary for disaster recovery back-up, and (2) copies in order to comply with the retention period as statutorily required.

4.3 本协议约定的共同处理活动应仅限于在中国境内进行。未经另一方事先书面同意，任何一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 joint processing activities as agreed in this Agreement shall be limited to the territory of China. Without the prior written consent of the other Party, neither Party shall access or provide the opportunity for others to access relevant personal information outside China, or cause any personal information to be transferred to other countries or regions outside China.

5. **合规义务和责任**

    Compliance Obligations and Responsibilities

5.1 双方应以共同处理者的身份处理本协议涉及的个人信息，每一方应各自遵守数据保护法律和法规项下适用的各项要求。

The Parties shall act as Joint Processors with respect to personal information related to this Agreement and each Party shall comply with all applicable requirements under data protection laws and regulations respectively.

5.2 除非另有明确约定，双方同意确保仅在完成个人信息处理目的所需的时间内存储本协议涉及的个人信息，并在之后立即删除本协议涉及的个人信息或对个人信息进行匿名化处理，且双方需确保无法对个人信息进行复原，并向对方证明其已完成上述要求。如果数据保护法律和法规不允许删除特定个人信息，该方应以书面形式向另一方充分说明理由。

Unless otherwise expressly agreed, the Parties agree to ensure that the personal information related to this Agreement will be stored only for such period of time that is necessary to fulfill the purposes of processing, and immediately delete or anonymize the personal information related to this Agreement once the purposes are achieved. The Parties shall also ensure that the personal information cannot be recovered, and prove to the other Party that it has fulfilled the aforesaid requirement. If the deletion of certain personal information is not permitted by data protection laws and regulations, the Party shall provide sufficient reasons in writing to the other Party.

5.3 双方应在开展个人信息共同处理活动之前，以简单、透明、易于理解的语言共同制定相关个人信息保护政策，通过网站展示、纸质文件或电子邮件等形式向个人信息主体提供原文或链接，以告知有关共同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。

Prior to carrying out the joint processing of personal information, the Parties shall jointly formulate the relevant personal information protection policy 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 the joint processing of their personal information, the corresponding security measures, and the channels for exercising rights with respect to personal information, and obtain the prior written consent of relevant personal information subjects.

5.4 【请填写：甲方/乙方/双方】应负责响应个人信息主体行使相应权利的请求。如果任何一方收到个人信息主体提出的、按照上述约定应由另一方负责的权利请求，收到请求的一方应将该权利请求转给另一方负责处理。双方应在响应个人信息主体的权利请求方面给予对方必要的协助和支持。

[Please fill in: Party A/Party B/both Parties] shall be responsible to respond to the requests of personal information subjects for exercising their corresponding rights. If either Party receives any request made by the personal information subjects for which the other Party shall be responsible according to the aforesaid agreement, the Party receiving such request shall transfer such request to the other party for handling. The Parties shall provide each other with necessary assistance and support in responding to the requests of personal information subjects for exercising their rights.

5.5 双方应各自对其参与处理个人信息的人员进行数据保护培训。

Both Parties shall provide data protection training to their own personnel involved in the processing of personal information.

5.6 双方应向对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，任何一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），该方应当以书面形式进行任命，并向另一方提供该等人员的详细联系方式。

Both Parties shall provide each other with the detailed contact information of the contact person for data protection and information security. If either 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.), such Party shall appoint such officers in writing and provide the other Party with the contact details of such officers.

5.7 除非另有书面约定，每一方应各自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, either Party shall bear all expenses incurred by it in performing its duties and obligations hereunder respectively.

6. 信息安全

Information Security

6.1 双方应按照数据保护法律和法规，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本协议涉及的个人信息，以防止发生个人信息安全事件。无论本协议是否到期或终止，以上措施应在各方处理本协议项下个人信息的期限内持续适用。

Both Parties shall, in accordance with data protection laws and regulations, process personal information involved in this Agreement 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. Regardless of the expiration or termination of this Agreement, the aforesaid measures shall be applicable as long as each Party processes personal information under this Agreement.

6.2 双方应建立其各自的信息安全管理体系。考虑相应风险，每一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，每一方须进行记录并保证实施。数据保护及信息安全措施至少包括以下方面：

Both Parties shall establish their own information security management system. Considering the relevant risks, each Party shall determine data protection and information security measures that it needs to implement, and shall regularly review and amend the same. Each party shall document the identified risks and countermeasures and ensure that the measures are implemented. Data protection and information security measures shall at least include the follows:

（1） 对个人信息处理地点和区域进行物理访问控制；

physical access control over the location and area of personal information processing;

（2） 实施系统访问控制，防止未经授权的人员使用数据处理系统；

implementing system access control to prevent unauthorized personnel from using the data processing system;

（3）　对用户使用数据处理系统的权限进行控制；

controlling the users' authorization to use the data processing system;

（4）　对数据传输过程中的读取、复制、修改等进行披露控制；

implementing disclosure control over the reading, copying, modification, etc. in the data transmission process;

（5）　对数据处理操作实施追溯性检查；

implementing retrospective checks on data processing operations;

（6）　确保分包商同样遵守数据保护及信息安全措施；

ensuring that subcontractors also comply with data protection and information security measures;

（7）　确保个人信息免于遭受意外损坏或者丢失，或遭受意外损坏或丢失后可及时恢复；

ensuring that personal information is protected from accidental damage or loss, or can be recovered in time after accidental damage or loss;

（8）　实施数据分离措施，对出于不同目的收集的数据进行分别处理；

implementing data segregation measures to separately process the data collected for different purposes;

（9）　制定并实施个人信息保护规则和制度。

formulating and implementing personal information protection rules and systems.

6.3　应任何一方要求，另一方应当将数据保护及信息安全措施的实施情况进行告知。

At either Party's request, the other Party shall provide information as to the implementation status on the data protection and information security measures.

6.4　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. **监管检查**

Regulatory Inspection

7.1 如果监管部门对于一方和/或一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，该方应立即书面通知另一方。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，该方应将该等情况立即书面通知另一方。

One Party shall inform the other 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 Party shall inform the other Party of such circumstances in writing without delay.

7.2 在前述条款所规定的情形下，如果一方接受与其在本协议项下处理的个人信息相关的检查、访问或者其他有关授权访问，应采取充分措施确保该等个人信息的安全，且未经另一方书面同意，该方应保证相关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 one Party accepts an inspection, access or other authorized access in relation to the personal information processed by it hereunder, it shall take adequate measures to ensure the security of the personal information and without the written consent of the other Party, such Party shall ensure that relevant personal information will not be disclosed to any third party other than the relevant Parties stated in the above clause.

8. **个人信息安全事件**

Personal Information Security Incident

8.1 一方应立即向另一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），并根据双方协商结果及时处理。如任何一方在处理本协议涉及的个人信息时发生个人信息安全事件，该方应尽快通知另一方（且任何情形下不得超出其知晓上述情形后 24 小时）。双方应根据数据保护法律和法规评估下一步计划。

One Party shall promptly report to the other 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 in accordance with the Parties' negotiation results. If personal information security incident occurs when either Party is processing the personal information relating to this Agreement, such Party shall notify the other Party as soon as possible (and in no event later than 24 hours after it becomes aware of the aforesaid situation) of the incident. The Parties shall evaluate next steps in accordance with data protection laws and regulations.

8.2 根据另一方的要求，发生个人信息安全事件的一方应采取包括但不限于以下措施：（1）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；（2）向另一方提供个人信息安全事件的记录，并根据双方的评估和决定，向有关监管机构报告和/或通知个人信息主体。

Upon request of the other Party, the Party encountering the personal information security incident shall take measures including but not limited to: (1) taking 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.; (2) providing the other Party with the record of the personal information security incident and, based on the assessment and decision carried out and made by both Parties, report to relevant regulatory authorities and/or notify the personal information subjects.

9. 本协议的期限及终止

Term and Termination of this Agreement

9.1 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】*。如任何一方违反本协议或数据保护法律和法规的要求，在不影响另一方基于法律法规和本协议赋予的权利和救济的情况下，另一方可决定（1）立即要求该方停止相关行为，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）经书面通知该方终止本协议且不承担违约责任。甲方也可经提前【30】日书面通知乙方的方式，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 either Party breaches this Agreement or any of the requirements under data protection laws and regulations, without prejudice to the rights and remedies of the other Party under the laws and regulations and this Agreement, the other Party may: (1) immediately request such 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 such Party without any liability of breach. Party A may unilaterally terminate this Agreement without any reasons by giving 30 days written notice to Party B in advance.

9.2 本协议期限届满或终止时，任何一方均须：1）就所有自身不具有而另一方具有个人信息使用权益的文件和个人信息处理（个人信息使用）结果（含自身委任其他处理者代为持

有或处理的个人信息），向另一方进行返还；或者，2) 征得另一方同意后，根据数据保护法律和法规的要求删除或匿名化自身不具有而另一方具有个人信息使用权益的相关个人信息，且该方需确保无法对个人信息进行复原，并向另一方证明其已完成上述要求。如果数据保护法律和法规不允许删除特定个人信息，该方应以书面形式向另一方充分说明理由。

Upon the expiration or termination of this Agreement, either Party shall: (1) return to the other Party all documents and personal information processing (personal information using) results (including personal information held or processed by other processors entrusted by it) that it does not have but the other Party has the right and interest in the use of personal information; or (2) upon consent of the other Party, delete or anonymize relevant personal information that it does not have but the other Party has the right and interest in the use of personal information in accordance with the requirements of data protection laws and regulations, and ensure that the personal information cannot be recovered, and certify to the other Party that it has fulfilled the aforesaid requirements. If the deletion of certain personal information is not permitted by data protection laws and regulations, the Party shall provide sufficient reasons in writing to the other Party.

9.3　如果一方有义务保留另一方基于本协议已提供的任何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）该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）该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。

To the extent that one Party is obliged to retain any personal information provided by the other Party under this Agreement in order to meet mandatory obligations under data protection laws and regulations, the following provisions shall apply: (1) the 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 Party guarantees the confidentiality of such personal information and will stop any processing activities other than storage and taking necessary security protection measures.

9.4　在本协议期限届满或终止后，只要一方仍保留另一方提供的任何个人信息，则双方在第 9.3 条和第 10.1 条项下的权利和义务将继续有效。

The rights and obligations of the Parties under Clauses 9.3 and 10.1 will survive the expiration or termination of this Agreement for as long as any personal information provided by one Party remains in the other Party's possession.

9.5　如果任何第三方收购乙方多数股份或者表决权或者全部或实质性全部资产或业务，或者乙方的主营业务发生实质性变更，甲方有权经书面通知终止本协议且不承担违约责任。

If any third party acquires a majority of shares or voting rights or all or substantially all of assets or business of Party B or there are material changes in the main business of Party B, Party A shall have the right to terminate this Agreement upon written notice without any liability for breach.

10. 通用条款

Miscellaneous

10.1 在不影响另一方和其关联、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，任何一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，向另一方和其关联、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 other 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, either 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, and compensate the other Party, its related parties, affiliates and their respective employees, agents, contractors, senior officers and directors, defend for them and hold them harmless.

10.2 按照数据保护法律和法规的规定，因双方在本协议项下共同处理个人信息而对个人信息权益造成损害的，双方应当依法对外承担连带责任。双方对内应按照各自的过错程度按比例确定每一方应承担的责任份额，如果任何一方承担的连带责任超出其对内责任份额，则该方有权向另一方追偿。

In accordance with the data protection laws and regulations, the Parties shall assume joint and several liability to the damages of personal information rights and interests arising from joint processing of personal information by the Parties hereunder. Each Party shall bear the share of responsibility in proportion to the extent of its fault, and if the joint and several liability of any Party exceeds its share of internal responsibilities, such Party is entitled to claim compensation from the other Party.

10.3 对本协议及其任何部分的变更、补充或修订均需双方的事先书面同意。

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

10.4 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

10.5 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.

10.6 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.

10.7 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**：

甲方/**Party A**： 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**：

乙方/**Party B**： 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《个人信息共同处理协议》的组成部分。

This Annex is a part of the Personal Information Joint Processing Agreement.

1 主要事项

Subject Matter

请详细描述是否存在与上述共同处理相关的主协议或其他（服务）协议（"相关协议"），双方合作内容，以及如何涉及和/或处理个人信息。如：双方签署 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附件第 3 款填写，具体的服务于本附件第 5 款填写）。

Please describe if the Master Agreement or other (service) agreement ("Relevant Agreement") exists, to which the above joint processing relates, the content of parties' cooperation, and how the parties involve in and/or process personal information. For example, both parties sign XXX Agreement, involve in and/or process personal information for the purpose of XXX (the specific personal information should be filled in Section 3 and specific services should be filled in Section 5 under this Annex).

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**<u>加粗并下划线</u>**），示例：姓名，地址，电话，用户 ID，车辆数据（请明确具体类型），**<u>信用卡数据</u>**，客户档案，**<u>身份证号</u>**，**<u>身份证扫描件</u>**，**<u>驾驶证号</u>**，**<u>驾驶证扫描件</u>**等。请描述每一类个人信息的数量，可预计。
Please list relevant personal information types (**<u>bold and underline</u>** Personal Sensitive Information), e.g. name, address, phone number, user-ID, vehicle data (please specify the specific types), **<u>credit card data</u>**, customer profiles, **<u>ID number</u>**, **<u>scanned copies of ID card</u>**, **<u>driving license number</u>**, **<u>scanned copies of driving license</u>**, 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：任何一方的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, either Party's 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

（1）请概述双方在本协议项下共同处理个人信息的目的，如协议约定的合作范围；（2）请描述双方各自的处理权限、方式和目的；（3）如有必要，可在此处指明任何一方所需采取的安全措施。
(1) Please briefly describe the purposes of both parties with respect to joint processing of personal information under this Agreement, such as the scope of cooperation agreed in this Agreement; (2) please describe the respective authorization, methods and purposes of the parties; (3) If necessary, the security measures required to be taken by either Party can be specified here.

6 所涉及的个人信息主体

Personal Information Subject Involved 在本协议范围内，共同处理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 jointly processed are as follows:**

请具体描述共同处理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 jointly processed, 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.