

《个人信息委托处理承诺函》

Commitment Letter of Personal Information Processing on Behalf

戴姆勒卡车中国公司名称 Daimler Truck China Company Name

作为委托方

As the Entrusting Party

和

and

单击或点击此处输入内容 Click here to insert

作为受托方

As the Entrusted Party

[DD/MM/YY]

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使用说明:

Instructions:

1. 本《个人信息委托处理承诺函》模板适用于戴姆勒卡车中国公司作为个人信息处理者委托供应商/合作伙伴作为受托方，以戴姆勒卡车中国公司名义、代表戴姆勒卡车中国公司处理个人信息的情形。

This template of Commitment Letter of Personal Information Processing on Behalf shall be applicable to the scenarios where Daimler Truck China Company, as the personal information processor, entrusts the supplier/partner to act as the Entrusted Party and process personal information in the name and on behalf of Daimler Truck China Company.

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	委托方 The Entrusting Party
供应商/合作伙伴角色 Role of supplier/partner	受托方 The Entrusted Party
处理目的和处理方式 Purposes and methods of processing	委托方决定 Determined by the Entrusting Party
责任主体 Subject of liabilities	委托方 The Entrusting Party
取得个人同意/个人单独同意 Obtain the individual's consent/the individual's separate consent	委托方处理个人信息需取得个人同意，但无需专门就委托受托方处理个人信息的行为取得个人单独同意 The Entrusting Party needs to obtain the individual's consent to process personal information, but does not need to specially obtain the individual's separate consent with respect to the act of entrusting the Entrusted Party to process personal information
进行个人信息保护影响评估 Carry out personal information protection impact assessment	委托方应事先进行个人信息保护影响评估 The Entrusting Party shall carry out personal information protection impact assessment in advance
各方权利义务 Rights and obligations of the parties	<ul style="list-style-type: none">• 受托方应完全按照委托方的指示处理个人信息 The Entrusted Party shall process the personal information fully in accordance with the Entrusting Party's instructions• 委托方应监督受托方的处理活动 The Entrusting Party shall supervise the Entrusted

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	<p>Party's processing activities</p> <ul style="list-style-type: none">• 委托关系终止时，受托方应向委托方返还个人信息或者予以删除，不得保留 Upon termination of the entrustment, the Entrusted Party shall return the personal information to the Entrusting Party or delete the same. No personal information shall be retained.• 未经委托方同意，受托方不得转委托第三方处理个人信息 The Entrusted Party shall not sub-entrust a third party to process the personal information without the Entrusting Party's consent• 受托方应采取必要措施保障个人信息的安全，并协助委托方履行法定义务 The Entrusted Party shall take necessary measures to safeguard the security of personal information, and assist the Entrusting Party in fulfilling statutory obligations

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联系方式 Contact Details	
委托方/The Entrusting Party	
公司名称 Company Name	戴姆勒卡车中国公司名称 Daimler Truck China Company Name
地址 Address	
数据保护及信息安全联络人 Contact person for data protection and information security	
电话 Tel	
电子邮箱 Email	
受托方/The Entrusted Party	
公司名称 Company Name	
地址 Address	
数据保护及信息安全联络人 Contact person for data protection and information security	
电话 Tel	
电子邮箱 Email	

1. 适用

Applicability

- 1.1 本《个人信息委托处理承诺函》（“本承诺函”）适用于受托方作为委托方的供应商或合作伙伴，在向委托方提供货物或服务的过程中，接受委托方的委托，代表委托方处理个人信息的相关活动。

This Commitment Letter of Personal Information Processing on Behalf (this “Commitment Letter”) shall be applicable to the relevant activities in which the Entrusted Party, as a supplier or partner of the Entrusting Party, process personal information on behalf of the Entrusting Party upon its entrustment when providing goods or services to the Entrusting Party.

- 1.2 本承诺函附件 1 数据处理问卷（“附件 1”）问卷 A 由委托方填写，受托方应提供一切必要的支持与协助，除非经委托方同意，受托方在履行本承诺函过程中开展的相关活动不得超出附件 1 问卷 A 规定的范围。本承诺函附件 1 问卷 B 由受托方填写，构成受托方于本承诺函项下的陈述与保证。受托方在履行本承诺函的过程中，如需对本承诺函附件 1 问卷 B 中信息进行更新和修改，其应及时告知委托方。

Part A of Annex 1 - Data Processing Questionnaire of this Commitment Letter (“Annex 1”) shall be filled in by the Entrusting Party, the Entrusted Party shall provide all necessary support and assistance. Unless agreed by the Entrusting Party, the relevant activities carried out by the Entrusted Party during the performance of this Commitment Letter shall not exceed the scope specified in Part A of Annex 1. Part B of Annex 1 shall be filled in by the Entrusted Party, which constitutes the Entrusted Party’s representation and warranty under this Commitment Letter. If the Entrusted Party needs to update or modify the information in Part B of Annex 1 during the performance of this Commitment Letter, it shall promptly notify the Entrusting Party.

- 1.3 供应商/合作伙伴在提供服务过程中，发现自身构成本承诺函项下代表委托方处理个人信息的情形时，应及时告知委托方，按照委托方要求签订本承诺函，填写并向委托方递交附件 1 问卷 B，且在个人信息处理活动发生变化时及时告知委托方并对附件 1 问卷 B 进行更新和修改。

During the course of providing services, if the supplier/partner finds itself in a situation that constitutes processing of personal information on behalf of the Entrusting Party under this Commitment Letter, it shall promptly inform the Entrusting Party, sign this Commitment Letter according to the requirements of the Entrusting Party, complete and submit Part B of Annex 1 to the Entrusting Party, promptly inform the Entrusting Party and update and amend Part B of Annex 1 if there is any change in the personal information processing activities.

2. 定义

Definitions

在本承诺函中：

Under this Commitment Letter:

- 2.1 “**数据保护法律和法规**”指适用于委托方或受托方的，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 that apply to the Entrusting Party or the Entrusted 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**”指本承诺函附件 1 问卷 B 中所列的措施以及其他本承诺函所规定、或履行本承诺函所需的措施。

“**Data protection and information security measures**” mean the measures listed in Part B of Annex 1 and other measures agreed or required for the performance of this Commitment Letter.

- 2.3 “**中国**”指中华人民共和国，出于本承诺函之目的，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 Commitment Letter, 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 abuse of personal information.

3. 保密

Confidentiality

- 3.1 受托方保证对其在本承诺函项下知晓的或者从委托方处接收的一切信息严格保密。受托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，仅出于与本承诺函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 Entrusted Party undertakes that it shall keep strictly confidential of all information known to it or received from the Entrusting Party hereunder. The Entrusted Party undertakes that it shall not disclose such information to any third party, shall prevent any third party from acquiring such information, shall use such information only for the purpose in relation to this Commitment Letter 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 obliged 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 above confidentiality undertaking shall not be applicable to the following information:

- (1) 经证实，受托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 Entrusted Party from a third party that is not subject to the confidentiality obligation;

- (2) 在受托方未违反本承诺函义务规定的情况下，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 Commitment Letter by the Entrusted Party;

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

3.3 如果委托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，受托方承诺遵守同等要求。

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

3.4 受托方应确保其被披露该类信息的人员应同样遵守上文规定的受托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 Entrusted Party shall ensure its personnel to whom such information is disclosed to comply with the same aforesaid confidentiality obligation of the Entrusted Party 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 在本承诺函有效期内获取的任何信息的保密义务，在本承诺函期满五年内仍然有效。

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

4. 受托方处理权限

Processing authorization granted to the Entrusted Party

4.1 受托方在处理委托方提供的个人信息时，应遵守数据保护法律和法规。

The Entrusted Party shall comply with data protection laws and regulations when processing the personal information provided by the Entrusting Party.

4.2 受托方在处理委托方提供的个人信息时，应仅严格遵照委托方的指示。除了双方在本承诺函附件 1 问卷 A 中做出的要求，所有指示必须由委托方以书面形式或者电子邮件形式做出。

During the processing of personal information provided by the Entrusting Party, the Entrusted Party shall only strictly follow the instructions provided by the Entrusting Party. Apart from specified in Part A of Annex 1, all instructions shall be given by the Entrusting Party in writing or by email.

4.3 受托方不得超出上述指示，为了自身或第三方的目的，处理委托方向其提供的个人信息。如果受托方认为委托方给出的指示可能违反数据保护法律和法规，或者因其他特

殊原因无法按照委托方的指示处理个人信息，受托方应及时通知委托方，并提供充分说明。

The Entrusted Party shall not, for its own or any third party's purposes, process the personal information provided to it by the Entrusting Party beyond the above instructions. If the Entrusted Party is of the opinion that instructions of the Entrusting Party may be in violation of data protection laws and regulations or is unable to process personal information in accordance with the Entrusting Party's instructions due to any special reasons, it shall notify the Entrusting Party without delay and provide adequate explanations.

- 4.4 除非获得委托方事先书面同意或本承诺函另有规定，受托方不得将任何委托方提供的个人信息传输至任何第三方，且不得允许任何第三方获取该等个人信息。

Unless with prior written consent of the Entrusting Party or otherwise agreed herein, the Entrusted Party shall not transmit any personal information provided by the Entrusting Party to any third party or allow any third party to access such personal information.

- 4.5 除非双方另有书面约定，对于委托方向受托方提供的个人信息，受托方不享有自主决定相关处理活动的权利，且受托方无权取得该等信息的任何副本或复制品的所有权。

Unless otherwise agreed in writing by both parties, the Entrusted Party shall not have the right to, at its sole discretion, determine the processing activities regarding the personal information provided by the Entrusting Party, and shall not have the right to acquire the ownership of any copy or reproduction of such information.

5. 受托方的义务

Obligations of the Entrusted Party

- 5.1 受托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，并协助委托方履行数据保护法律和法规的相关义务。

The Entrusted Party shall, in accordance with data protection laws and regulations, take necessary measures to ensure the security of the personal information it processes, and assist the Entrusting Party in fulfilling relevant obligations of data protection laws and regulations.

- 5.2 受托方应协助委托方响应个人信息主体的相应权利，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。如果个人信息主体就上述权利与受托方直接联系，受托方应立即将该等请求书面转告至委托方，并根据委托方的指示处理：

（1）若未获得委托方授权，受托方不得直接响应个人信息主体的行权请求；（2）若委托方授权受托方直接响应，受托方应在委托方授权范围内响应个人信息主体行权请求。

The Entrusted Party shall assist the Entrusting Party in responding to the corresponding rights of personal information subjects, including but not limited to rights to be informed, decide, access, copy, rectify, supplement and delete their personal information, etc. If a personal

information subject contacts the Entrusted Party directly in respect of the foresaid rights, the Entrusted Party shall forward such request to the Entrusting Party in writing without delay, and follow the instructions provided by the Entrusting Party: (1) without authorization from the Entrusting Party, the Entrusted Party shall not directly respond to the request of the personal information subjects to exercise rights; (2) if authorized by the Entrusting Party to respond directly, the Entrusted Party shall respond to the request of the personal information subjects to exercise rights within the scope authorized by the Entrusting Party.

- 5.3 受托方应对参与处理委托方提供的个人信息的人员进行数据保护培训，并且该等人员应承担本承诺函项下或与本承诺函相关的保密义务。

The Entrusted Party shall provide data protection training for its personnel involved in the processing of the personal information provided by the Entrusting Party and such personnel shall assume the confidentiality obligation under or in connection with this Commitment Letter.

- 5.4 受托方应向委托方提供有关数据保护以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，受托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），受托方应当以书面形式进行任命，并向委托方提供该等人员的详细联系方式。

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

- 5.5 一经委托方要求，受托方应提供必要信息和证明材料，且协助委托方使其能够履行数据保护法律和法规要求的各项义务，包括但不限于履行通知义务、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 of the Entrusting Party, the Entrusted Party shall provide the Entrusting Party with the necessary information and supporting materials, and assist the Entrusting Party to enable the Entrusting Party to perform its obligations under data protection laws and regulations, including but not limited to fulfilling notification obligations, maintaining records of processing activities, performing personal information protection impact assessments, and applying for cybersecurity examinations (if applicable), etc.

- 5.6 除非双方另有书面约定，受托方应承担其为履行本承诺函各项职责和义务所产生的所有费用。

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

- 5.7 委托方可在任何时间要求受托方立即删除本承诺函项下处理的相关个人信息。如果个人信息已被删除，受托方需确保无法对个人信息进行复原。受托方应以书面形式（包括电子形式）向委托方确认，所有个人信息、相关副本及存储媒介均已归还或删除。如果受托方认为数据保护法律和法规不允许删除特定个人信息，受托方应以书面形式向委托方充分说明理由并征得委托方同意。

The Entrusting Party may at any time request the Entrusted Party to immediately delete the personal information that it has processed under this Commitment Letter. If such personal information has been deleted, the Entrusted Party shall ensure that the personal information cannot be recovered. The Entrusted Party shall confirm to the Entrusting Party in writing, including in electronic form, that all personal information as well as the relevant copies and storage media have been returned or deleted. If the Entrusted Party is of the opinion that data protection laws and regulations do not allow the deletion of certain personal information, the Entrusted Party shall fully explain the reasons to the Entrusting Party in writing and obtain consent from the Entrusting Party.

- 5.8 本承诺函项下有关个人信息的处理应仅限于在中国境内进行。未经委托方的事先书面同意，受托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。如受托方违反本 5.8 条的任何规定，委托方有权立即终止本承诺函。

The processing of personal information hereunder shall be limited to the territory of China. Without the prior written consent of the Entrusting Party, the Entrusted 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 outside China. If the Entrusted Party breaches any provision of this clause 5.8, the Entrusting Party shall have the right to terminate this Commitment Letter with an immediate effect.

- 5.9 如果任何第三方收购受托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，或者受托方的主营业务发生实质性变更，委托方有权终止本承诺函。

In the event that any third party acquires a majority of the Entrusted Party's shares or voting rights or all or substantially all of the assets or business of the Entrusted Party, or if the major business of the Entrusted Party has material changes, the Entrusting Party shall have the right to terminate this Commitment Letter.

6. 分包商

Subcontractors

- 6.1 对于受托方聘用分包商的，受托方必须事先获取委托方的书面（包括电子形式的）同意。受托方与分包商之间的合同安排，必须符合本承诺函的规定和要求。尤其是，受托

方必须确保委托方可根据本承诺函第 8 条对分包商进行核查。受托方应向委托方提供关于聘用分包商的所有信息，包括但不限于相关合同文件供委托方审查。

If the Entrusted Party engages subcontractors, it shall first obtain the prior consent of the Entrusting Party in writing (including in electronic form). The contractual arrangements between the Entrusted Party and the subcontractor shall comply with the provisions and requirements of this Commitment Letter. In particular, the Entrusted Party shall ensure that the Entrusting Party can perform inspection on the subcontractors in accordance with clause 8 of this Commitment Letter. The Entrusted Party shall provide the Entrusting Party with all information regarding the engagement of subcontractors, including but not limited to relevant contractual documents for the Entrusting Party's review.

- 6.2 受托方应填写本承诺函附件 1 问卷 C 中的分包商信息。一旦委托方确认签收本承诺函，则视为委托方同意本承诺函附件 1 问卷 C 所列的分包商参与信息及职责信息。受托方必须确保该类分包商能够采取与受托方相同的方式遵守本承诺函附件 1 问卷 B 中所列的技术要求和组织要求。

The Entrusted Party shall fill in the subcontractor information in Part C of Annex 1. Upon confirming the receipt of this Commitment Letter by the Entrusting Party, the Entrusting Party is deemed to have consented to the engagement of the subcontractors and their duties listed in Part C of Annex 1. The Entrusted Party shall ensure that such subcontractors comply with the technical and organizational requirements specified in Part B of Annex 1 in the same way as the Entrusted Party.

- 6.3 如果受托方有意在本承诺函期限内更换或增加分包商，则受托方应首先获得委托方书面形式（包括电子形式）的同意。如果委托方同意，受托方应更新本承诺函附件 1 问卷 C 中的陈述，并将本承诺函附件 1 问卷 C 的更新版本提供给委托方。本承诺函应随之适用于更新后的本承诺函附件 1 问卷 C。

If the Entrusted Party intends to replace or add subcontractors during the term of this Commitment Letter, the Entrusted Party shall first obtain the consent of the Entrusting Party in writing (including in electronic form). If the Entrusting Party gives its consent, the Entrusted Party shall update the content in Part C of Annex 1 and provide an updated version to the Entrusting Party. This Commitment Letter shall then be applicable to the updated version of Part C of Annex 1.

- 6.4 在任何情况下，受托方应就分包商对本承诺函任何职责和义务的履行向委托方承担连带责任。

In any event, the Entrusted Party shall bear joint and several liability to the Entrusting Party for the subcontractor's performance of any duties and obligations hereunder.

7. 信息安全

Information Security

- 7.1 受托方保证，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委托方提供的个人信息，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承诺函附件 1 问卷 B 中所列标准。无论本承诺函是否到期或终止，以上措施应在受托方处理或者聘用分包商处理委托方提供之个人信息的期限内持续适用。如果委托方根据数据保护法律和法规要求，认为受托方需采取额外的安全措施，则其可要求受托方实施该等额外措施。

The Entrusted Party undertakes to process all of the personal information provided by the Entrusting 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. Regardless of the expiration or termination of this Commitment Letter, the foresaid measures shall continue to apply during the period that the Entrusted Party processes, or engages subcontractors to process, personal information provided by the Entrusting Party. If the Entrusting Party, according to data protection laws and regulations, considers it necessary for the Entrusted Party to take additional security measures, it may require the Entrusted Party to implement such additional measures.

- 7.2 受托方应建立信息安全管理体。考虑相应风险，受托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，受托方须进行记录并保证实施。

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

- 7.3 应委托方要求，受托方应当就将实施的数据保护及信息安全措施，与委托方进行协调，且受托方应当将相关措施的实施情况告知委托方。

At the Entrusting Party's request, the Entrusted Party shall coordinate with the Entrusting Party on the data protection and information security measures to be implemented, and the Entrusted Party shall inform the Entrusting Party of the implementation status on the relevant 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

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承诺函。

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 Commitment Letter.

- 7.5 受托方仅可在严格必要时授权其人员获取委托方提供的个人信息，并且仅允许该类人员执行与履行本承诺函相关的任务。一经要求，受托方须向委托方提供授予该类权限的人员的姓名。受托方保证不会将有关该类系统使用的权限披露至未经授权的任何其他人员。如果受托方获权访问委托方的信息技术系统，受托方保证其和其分包商（如适用）仅处理履行其在本承诺函项下的职责和义务所需的相关个人信息。

The Entrusted Party may only grant authorization to access the personal information provided by the Entrusting Party to its own personnel when it is strictly necessary, and only to the extent required for the task in connection with the execution and performance of this Commitment Letter by such personnel. Upon request, the Entrusted Party shall supply the Entrusting Party with the names of persons to whom access authorization has been granted. The Entrusted Party undertakes not to disclose the access authorizations assigned to it for the use of the system to any unauthorized persons. If the Entrusted Party is granted access to the IT systems of the Entrusting Party, the Entrusted Party undertakes it and its subcontractors (if applicable) to only process the personal information required to fulfill the duties and obligations under this Commitment Letter.

- 7.6 如果本承诺函附件 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），受托方必须以书面形式（包括电子形式）通知委托方。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，受托方须在相关变动之前获取委托方书面形式的（包括电子形式的）同意。

The Entrusted Party shall notify the Entrusting 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. If the changes in data protection and information security measures will reduce the effectiveness of data security protection, the written consent (including in electronic form) of the Entrusting Party shall be obtained

before the change is carried out.

8. 检查

Inspection

- 8.1 委托方或者委托方代表有权对受托方是否满足本承诺函要求开展检查。受托方应提供所需信息。如果委托方得知或者发现受托方：（1）未按照指示或者本承诺函要求处理个人信息；或（2）受托方未能有效履行个人信息安全保护责任，受托方应按照委托方要求停止相关行为，配合委托方指示采取有效补救措施（例如更改口令、回收权限、断开网络连接等），或消除个人信息面临的安全风险。此外，经委托方要求，受托方应在合理时间内，将委托方提供的问卷调查填写完整并提交证明其满足相应义务的文件，或者以书面确认本承诺函附件 1 问卷 B 中的措施是适当且及时更新的。

The Entrusting Party or its representative has the right to carry out inspection on Entrusted Party's compliance with the requirements of this Commitment Letter. The Entrusted Party shall provide the required information. When the Entrusting Party is aware of or identifies that the Entrusted Party: (1) fails to follow the Entrusting Party's instructions or this Commitment Letter to process the personal information; or (2) fails to perform the duties of personal information security protection, the Entrusted Party shall cease the relevant activities pursuant to the Entrusting Party's requests and make remediation measures (such as changing password, revoking authorizations, disconnecting from network) in line with the instructions of the Entrusting Party or eliminate the security risk to personal information. Additionally, at the request of the Entrusting Party and within a reasonable period, the Entrusted Party shall complete a questionnaire provided by the Entrusting Party and submit documentary evidence that it has met its obligations or confirm in writing that the measures specified in Part B of Annex 1 are appropriate and up-to-date.

- 8.2 在事先通知的情况下，委托方或者委托方代表应获得访问受托方办公地点以及受托方处理委托方提供的个人信息的信息技术系统的授权，以便委托方对本承诺函的实施情况以及数据保护及信息安全措施的适用性进行验证。

Subject to prior notice, the Entrusting Party or its representative shall be granted access to the Entrusted Party's offices and IT systems in/on which the Entrusted Party could process the personal information provided by the Entrusting Party so that the implementation of this Commitment Letter and the appropriateness of the data protection and information security measures can be verified by the Entrusting Party.

- 8.3 如果监管部门对于受托方和/或受托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，且该等措施与本承诺函有关或可能影响到本承诺函的履行，受托方应立即书面通知委托方。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，阻碍本承诺函的履行，受托方应将该等情况立即书面通知委托方。

The Entrusted Party shall inform the Entrusting 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 connection with this Commitment Letter or may affect the performance of this Commitment Letter. 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 Commitment Letter, the Entrusted Party shall inform the Entrusting Party of such circumstances in writing without delay.

- 8.4 在第 8.3 条所规定的情形下，如果受托方接受与委托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，受托方应采取充分措施确保个人信息的安全，且未经委托方同意，受托方保证委托方提供的个人信息不会被披露给本承诺函第 8.3 条所述相关方之外的任何其他第三方。

Under the context of clause 8.3, if the Entrusted Party accepts an inspection, access or other authorized access in relation to the personal information provided by the Entrusting Party, it shall take adequate measures to ensure the security of the personal information and without the consent of the Entrusting Party, the Entrusted Party shall ensure that the personal information provided by the Entrusting Party will not be disclosed to any third party other than the relevant parties stated in clause 8.3 hereinabove.

- 8.5 受托方同意，委托方可聘用独立第三方机构开展本第 8 条规定的各项检查活动。

The Entrusted Party agrees that the Entrusting Party may engage an independent third party to carry out the inspection activities specified in this clause 8.

9. 个人信息安全事件

Personal Information Security Incident

- 9.1 受托方应立即向委托方报告任何数据保护安全漏洞（涉及根据本承诺函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），并按照委托方的要求及时处理。如果有任何已发生的个人信息安全事件，受托方应尽快通知委托方（且任何情形下不得超出其知晓上述情形后 24 小时），以便委托方能够根据数据保护法律和法规评估下一步计划，受托方则应按照委托方的要求尽快处理。

The Entrusted Party shall promptly report to the Entrusting 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 Commitment Letter) and promptly deal with such vulnerability in accordance with the Entrusting Party's

requirements. In the event of any occurrence of personal information security incident, the Entrusted Party shall notify the Entrusting Party as soon as possible (and in any case no longer than 24 hours after it becomes aware of aforesaid situation), so that the Entrusting Party can evaluate its next step in accordance with data protection laws and regulations and the Entrusted Party shall deal with the security incident as soon as possible in accordance with the Entrusting Party's requirements.

- 9.2 根据委托方的要求, 受托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) 向委托方提供用以记录该事件并将视情况向有关监管机构报告、或通知个人信息主体所必要的信息和协助。

At the request of the Entrusting Party, the Entrusted Party shall take measures, including but not limited to the following: (1) all steps necessary to clarify the matter and remedy the security incident without 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 Entrusting Party with necessary information and assistance to record the event and, as appropriate, report to the relevant regulatory authority or notify the personal information subjects.

10. 通用条款

Miscellaneous

- 10.1 在不影响委托方、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承诺函有关的任何其他权利或救济的情况下, 受托方应就因其自身及其分包商(如有)的任何违规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, 向委托方、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 Entrusting 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 Commitment Letter, the Entrusted 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 by itself and its subcontractors (if any), and compensate the Entrusting Party, its related parties, affiliates and their respective employees, agents, contractors, senior officers and directors, defend for them and hold them harmless.

- 10.2 本承诺函经委托方确认后,自受托方签署之日起生效,有效期限为【**请输入有效期限**】。如受托方或其分包商(如有)违反本承诺函或数据保护法律和法规的要求,在不影响委托方基于法律法规和本承诺函赋予的权利和救济的情况下,委托方可随时终止本承诺函且不承担任何责任。委托方也可经提前【30】日书面通知受托方的方式,无需任何理由单方面终止本承诺函。

After being confirmed by the Entrusting Party, this Commitment Letter shall come into force as of the date of execution by the Entrusted Party and shall remain in force for **please insert the term of validity**. If the Entrusted Party or its subcontractors (if any) breach this Commitment Letter or any of the requirements under data protection laws and regulations, the Entrusting Party may terminate this Commitment Letter at any time by giving a written notice to the Entrusted Party without taking any liabilities for breach of this Commitment Letter, without prejudice to the rights and remedies granted by laws and regulations and this Commitment Letter to the Entrusting Party. The Entrusting Party may unilaterally terminate this Commitment Letter without any reasons by giving 30 days written notice in advance to the Entrusted Party.

- 10.3 本承诺函期限届满或终止之日,受托方应根据委托方的选择,向委托方归还所有委托处理的个人信息及其副本,并删除所有委托处理的个人信息并向委托方证明其已完成上述要求。

Upon expiration or termination of this Commitment Letter, the Entrusted Party shall, at the option of the Entrusting Party, return all entrusted personal information and its copies to the Entrusting Party, and delete all entrusted personal information and prove to the Entrusting Party that the aforesaid requirements have been fulfilled.

- 10.4 如果受托方有义务保留任何委托处理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)受托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)受托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。

If the Entrusted Party is obliged to retain any entrusted personal information in order to meet its mandatory obligations under data protection laws and regulations, the following provisions shall apply to this extent: (1) the Entrusted Party shall retain only one copy of such personal information to the extent and scope that is necessary to comply with its mandatory obligations under data protection laws and regulations; (2) the Entrusted Party guarantees the confidentiality of such personal information and will stop any processing activities other than storage and taking necessary security protection measures.

- 10.5 在本承诺函期限届满或终止后,只要受托方仍保留任何委托处理的个人信息,则第 10.1 条和第 10.4 条项下的权利和义务仍将继续有效。

After the expiration or termination of this Commitment Letter, clause 10.1 and clause 10.4 shall still remain in force as long as the Entrusted Party retains any entrusted personal information.

- 10.6 对本承诺函及其任何部分的变更、补充或修订均需委托方的事先书面同意。

Any changes, amendment or revisions to this Commitment Letter and any part thereof require the prior written consent of the Entrusting Party.

- 10.7 本承诺函的签署、解释和履行以及由本承诺函引起或与之相关的任何争议应受中国法律管辖。因本承诺函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 Commitment Letter and any disputes arising out of or in connection with this Commitment Letter shall be governed by laws of China. Any dispute arising out of or in connection with this Commitment Letter shall be **[(i) resolved in accordance with the dispute resolution approach agreed in [name of the master Commitment Letter]; 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.]**

- 10.8 若本承诺函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承诺函的其他条款，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 Commitment Letter is held to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Commitment Letter, and all provisions that are not affected by such invalidity shall remain in full force and effect.

- 10.9 本承诺函附件应被视为本承诺函的组成部分，与本承诺函正文具有同等效力。

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

- 10.10 本承诺函以中文和英文书就，若中英文本间存在任何差异，以中文为准。

This Commitment Letter 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

注意：仅在适用的法律或者内部规定要求各方手写签字时填写该部分内容。在其他情况下，本文件在未经手写签字的情况下具有效力。本文件应采用书面形式包括电子形式。

Note: This part should only be completed if applicable laws or internal rules require handwritten signatures of the parties. In any other cases, this Commitment Letter will be in force without a handwritten signature. This Commitment Letter shall be in written form, including in electronic form.

受托方：[点击或单击输入内容]

The Entrusted Party: [click to insert]

授权代表人签字

Signature of the authorized representative:

授权代表人签字

Signature of the 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《个人信息委托处理承诺函》的组成部分。由问卷 A. 委托处理基本情况，问卷 B. 数据保护及信息安全措施，问卷 C. 批准分包商（如适用）组成。

This Annex is a part of this Commitment Letter of Personal Information Processing on Behalf, consisting of **Part A. Basic Information of Entrusted Processing**, **Part B. Data Protection and Information Security Measures**, and **Part C. Approved Subcontractors (if applicable)**.

问卷 A. 委托处理基本情况

Part A. Basic Information of Entrusted Processing

1 主要事项

Subject Matter

请详细描述是否存在与上述委托处理相关的主协议或其他（服务）协议（“相关协议”），受托方提供的服务类型，以及受托方如何涉及/处理委托方的个人数据。如：受托方与委托方签署 XXX 协议，提供 XXX 货物/服务，通过 XXX 涉及和/或处理个人数据（具体的个人数据于本问卷 A 第 3 款填写，具体的服务于本问卷 A 第 5 款填写）。

Please describe if the Master Agreement or other (service) agreement (“Relevant Agreement”) exists, to which the above entrusted processing relates, the type of the Entrusted Party’s service, and how the Entrusted Party involves in/processes personal information provided by the Entrusting Party. For example, the Entrusted Party signs XXX Agreement with the Entrusting Party, provides XXX products/service via XXX, processes and/or involves personal information (the specific personal information should be filled in Section 3 and specific service 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 information**, customer profiles, **ID number**, **scanned copies of ID card**, **driver’s license number**, **scanned copies of driver’s 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 is being 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 location.

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

受托方应针对第 3 子条款中规定的个人信息类型为委托方提供下列服务：

The Entrusted Party shall provide the following services for the Entrusting Party in relation to the types of personal information specified in Section 3:

(1) 请概述本承诺函项下处理个人信息的目的，如承诺函约定的合作范围；以及 (2) 请具体描述受托方就委托方提供的个人信息进行的处理操作，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“受托方根据相关协议 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 processing personal information under this Commitment Letter, such as the scope of cooperation agreed in the Commitment Letter; and (2) please describe in detail which processing operations the Entrusted Party performs with regard to personal information provided by the Entrusting Party. Processing of personal information means almost all kinds of handling of personal information, such as collection, storage, usage, processing, transmission, supply, publicity, deletion, etc. Should this already be described in the Relevant Agreement, a reference to the Relevant Agreement may be used: e.g. “according to article XXX in the Relevant Agreement, the Entrusted Party provides services about the personal information under Section 3 under this Part A.”

6 所涉及的个人信息主体

Personal Information Subject Involved

在本承诺函范围内，委托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 Commitment Letter, the natural persons (personal information subjects) identified or associated with the personal information entrusted to be processed are as follows

请具体描述本服务中委托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 条已规定服务涉及的人员。”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 entrusted to be processed 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 by the services are described under article

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XXX of the Relevant Agreement/Annex XX.” 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

Data Protection and Information Security Measures

受托方名称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 Entrusted 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 when necessary).

本部分用于记录由受托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 Entrusted 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 shall be categorized according to its primary protection objective: 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；受托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）。

There is no requirement to implement all of the actions listed below; the Entrusted 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 actions 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

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 none of the basic measures have been taken
1	公司聘有安保人员	<input type="checkbox"/>	

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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 none of the basic measures have been taken												
	Security guards employed by the company														
2	进出实施门禁卡 Door access cards in place	<input type="checkbox"/>													
3	部署了 24 小时监控及报警系统 24-hour monitoring and alarm system deployed	<input type="checkbox"/>													
		工作地点： Working location: <table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/></td> <td>戴姆勒办公场所 Daimler office</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>合资公司办公场所 JV office</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>合作方办公场所 Partner office</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>其他 Others</td> <td></td> </tr> </table>	<input type="checkbox"/>	戴姆勒办公场所 Daimler office		<input type="checkbox"/>	合资公司办公场所 JV office		<input type="checkbox"/>	合作方办公场所 Partner office		<input type="checkbox"/>	其他 Others		
<input type="checkbox"/>	戴姆勒办公场所 Daimler office														
<input type="checkbox"/>	合资公司办公场所 JV office														
<input type="checkbox"/>	合作方办公场所 Partner office														
<input type="checkbox"/>	其他 Others														
		笔记本电脑派发： Laptop distribution <table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/></td> <td>戴姆勒提供 Daimler owned</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>合作方提供 Partner owned</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>自有 Self-owned</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>其他 Others</td> <td></td> </tr> </table>	<input type="checkbox"/>	戴姆勒提供 Daimler owned		<input type="checkbox"/>	合作方提供 Partner owned		<input type="checkbox"/>	自有 Self-owned		<input type="checkbox"/>	其他 Others		
<input type="checkbox"/>	戴姆勒提供 Daimler owned														
<input type="checkbox"/>	合作方提供 Partner owned														
<input type="checkbox"/>	自有 Self-owned														
<input type="checkbox"/>	其他 Others														

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

1.2 补充措施 Additional measures

除《个人信息委托处理承诺函》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 this Commitment Letter of Personal Information Processing on Behalf, which of the following measures have been implemented for the purpose of physical access control? (check“☒” for the existing measures)

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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 in place	<input type="checkbox"/>
2	是否配有笔记本防盗锁 Equipped with lap-top anti-theft locks	<input type="checkbox"/>
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 computer rooms, etc.	<input type="checkbox"/>
4	门禁进出记录是否可查 Availability of all door access records	<input type="checkbox"/>
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	<input type="checkbox"/>
6	是否有碎纸机（交叉碎纸） Document shredders in place (cross cutting)	<input type="checkbox"/>

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承诺函，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 Commitment Letter, please briefly state the reasons or provide additional remediation control descriptions below:

（如需要，请使用附页）
(Please use 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 actions taken to prevent unauthorized persons from using data processing systems.

2.1 基本措施 Basic measures

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 none of the basic measures have been taken
1	系统访问部署了账号及密码 Appropriate user ID and password protection to access the systems	<input type="checkbox"/>	
2	安装了杀毒软件 Installed anti-malware	<input type="checkbox"/>	
3	部署了防火墙 Installed firewall	<input type="checkbox"/>	

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

2.2 补充措施 Additional measures

除《个人信息委托处理承诺函》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 this Commitment Letter of Personal Information Processing on Behalf, which of the following measures have been implemented for the purpose of systems access control (user identification and authentication)? (check “☒” for the existing measures)

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 Information access categorized by sensitivity level	<input type="checkbox"/>
2	是否有域控服务器 Domain controllers designed and implemented	<input type="checkbox"/>
3	域控服务器管理及维护是否正常 Domain controllers operated and maintained normally	<input type="checkbox"/>
4	强密码策略是否部署实施 Strong-password strategy has been used	<input type="checkbox"/>

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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
5	尝试登录异常警报是否可触发 Abnormal login alert can be triggered	<input type="checkbox"/>
6	系统访问账号的权限分配是否明确 Clear authority allocation for system access accounts	<input type="checkbox"/>
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	<input type="checkbox"/>
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 Hardware token and/or two-factor and/or multifactor authentication procedure has/have used based on the level of protection for the stored information	<input type="checkbox"/>

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承诺函，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 Commitment Letter, please briefly state the reasons and/or provide additional remediation control descriptions below:

(如需要，请使用附页)
(Please use 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 actions taken to ensure that the persons authorized to use a data processing system can only access the data corresponding to their access authorization and that personal information 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**

No.	基本措施 Basic Measures	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 none of the basic measures have 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 deployed	<input type="checkbox"/>	

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

3.2 补充措施**Additional measures**

除《个人信息委托处理承诺函》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 this Commitment Letter of Personal Information Processing on Behalf, which of the following measures have been implemented for the purpose of (user rights) access control? (check "☒" for the existing measures)

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	<input type="checkbox"/>
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	<input type="checkbox"/>
3	是否进行定期自查，岗位及职能变化 Regular self-examination on changes in positions and functions	<input type="checkbox"/>
4	相关账号是否设定可使用时长 Availability time can be set for relevant accounts	<input type="checkbox"/>
5	个人信息存储及传输是否加密 Personal information is stored and transmitted with encryption	<input type="checkbox"/>
6	日志的增删改是否可以查询 Available records of modifications and deletions to logs	<input type="checkbox"/>
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 restrictions are imposed based on principles of need-to-know and least privilege	<input type="checkbox"/>

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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
8	开发测试和生产环境是否分离 Separated development test and production environment	<input type="checkbox"/>

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承诺函，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 Commitment Letter, please briefly state the reasons and/or provide additional remediation control descriptions below:

(如需要，请使用附页)
(Please use 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 actions taken to ensure that personal information cannot be read, copied, amended, or removed without authorization during electronic transmission, during storage on data media, or during transit on such media, and to ensure that it is possible to establish and review the points at which it is envisaged it will be necessary to transfer personal information using data transfer facilities.

4.1 基本措施

Basic measures

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 none of the basic measures have 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	<input type="checkbox"/>	

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

4.2 补充措施 Additional measures

除《个人信息委托处理承诺函》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 this Commitment Letter of Personal Information Processing on Behalf, which of the following measures have been implemented for the purpose of disclosure control? (check “☒” for the existing measures)

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	数据传输是否加密 Encrypted data transfer	<input type="checkbox"/>
2	作为信息完整性及防篡改的邮件签名功能是否启用 Electronic signature is deployed in email for integrity protection and anti-tampering	<input type="checkbox"/>
3	USB 相关接口是否已禁用 USB deactivation	<input type="checkbox"/>
4	个人信息相关数据是否加密存储 Encrypted storage of personal information data	<input type="checkbox"/>
5	入侵检测或入侵防御系统是否部署 An Intrusion Detection/ Prevention System in place	<input type="checkbox"/>
6	包含个人信息的转发日志记录是否可查 Available forwarding log records involving personal information	<input type="checkbox"/>

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 如果披露控制与本承诺函项下的服务无关联, 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 Commitment Letter, please briefly state the reasons and/or provide additional remediation control descriptions 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 actions 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

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 description
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 logs	<input type="checkbox"/>

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 如果输入控制与本承诺函项下的服务无关联，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 Commitment Letter, 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)

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受托方相同的方式遵守对受托方的数据保护及信息安全措施要求。

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

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	是否有分包商自查 Self-examination by subcontractors	<input type="checkbox"/>
2	是否定期对分包商进行审计 Regular audits on subcontractors are carried out	<input type="checkbox"/>

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承诺函项下的服务无关联，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 Commitment Letter, 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)

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 actions 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**

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	<input type="checkbox"/>
2	机房的恒温恒湿记录是否可查 Available records of monitoring server rooms' temperature and humidity	<input type="checkbox"/>
3	机房内是否有烟感探测器 Server rooms have fire and smoke alarms	<input type="checkbox"/>
4	是否有应急计划测试文档 Documentation of contingency plan tests	<input type="checkbox"/>
5	是否有线路冗余，存储冗余 Presence of redundant wiring and storage	<input type="checkbox"/>
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.	<input type="checkbox"/>

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承诺函项下的服务无关联，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 Commitment Letter, 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)

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**

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	数据是否做到相关层面隔离：物理、系统、数据 Data are separated at relevant levels: separation at physical level, separation at system level, separation at data level	<input type="checkbox"/>
2	是否对于使用进行了定期自查 Regular self-examinations carried out to ensure compliant usage	<input type="checkbox"/>

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 如果分离原则与本承诺函项下的服务无关联，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 Commitment Letter, 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)

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 are 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**

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 in place	<input type="checkbox"/>
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)	<input type="checkbox"/>

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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
	Relevant information security management qualifications: such as ISO27001, multi-level protection certification GB/T 22239, please provide qualification 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	<input type="checkbox"/>
4	是否具有事件管理响应流程 Appropriate incident management system in place	<input type="checkbox"/>
5	公司内部是否定期进行员工安全意识培训 Security awareness trainings are regularly carried out for employees	<input type="checkbox"/>

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承诺函项下的服务无关联，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 Commitment Letter, 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)

问卷 C. 批准分包商（如适用）

Part C Approved Subcontractors (if applicable)

1 批准分包商

Approved Subcontractors

分包商名称、地址 (1) <i>Subcontractor's name, address (1)</i>	
名称 Name	
地址 Address	
联系人 Contact person	
联系方式 Contact information	

2 分包商职能的简要描述

Brief description of the functions carried out by the subcontractor

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(提供有关任何其他分包商的详细信息)

(Provide details for any other subcontractors)

受托方应确保，上述分包商受《个人信息委托处理承诺函》所列义务的约束采取了问卷 B 中所列的数据保护及信息安全措施。

The Entrusted Party offers assurance that the subcontractors listed here are bound by the obligations of this **Commitment Letter of Personal Information Processing on Behalf** and have implemented corresponding data protection and information security measures specified in Part B.