

Annexes.

Standard Contract for Personal Information Exit

Developed by the State Internet
Information Office

In order to ensure that the activities of the overseas recipient in handling personal information meet the personal information protection standards stipulated in the relevant laws and regulations of the People's Republic of China, and to clarify the rights and obligations of the personal information processor and the overseas recipient in protecting personal information, this contract is concluded by mutual agreement.

Personal Information Processor. _____

Address. _____

Contact details. _____

Contact Person. _____ Position. _____

Out-of-country recipient. _____

Address. _____

Contact details. _____

Contact Person. _____ Position. _____

The personal information processor and the overseas recipient carry out personal information exit activities in accordance with this contract, and the commercial practices related to this activity, the parties [have]/[agreed] on _____ year

Done this day of (commercial contract, if any)

The body of this contract is drawn up in accordance with the requirements of the Standard Contractual Approach to the Exit of Personal Information, and to the extent that it does not conflict with the contents of the body of this contract, any other agreement between the parties may be detailed in Appendix II, which forms an integral part of this contract.

Article 1 Definitions

For the purposes of this contract, unless the context otherwise provides.

(1) "Personal information processor" refers to an organization or individual who decides on its own the purpose and method of processing personal information in the course of personal information processing activities and provides personal information outside the People's Republic of China.

(2) "Overseas recipient" refers to an organization or

individual that receives personal information from a processor of personal information outside the People's Republic of China.

(c) The processor of personal data or the recipient outside the country shall be referred to as "a party" and collectively as "both parties".

(d) "Subject of personal information" means the natural person identified or associated with the personal information.

(v) "Personal information" means all kinds of information relating to an identified or identifiable natural person, recorded electronically or by other means, excluding information that has been anonymised.

(f) "Sensitive personal information" refers to personal information that, if leaked or used illegally, could easily lead to the infringement of a natural person's human dignity or endanger the safety of his or her person or property, including biometric, religious beliefs, specific identity, medical and health, financial accounts, bank accounts, and other personal information.

Information such as traces, and personal information of minors under the age of fourteen.

(7) "Regulatory body" means the Internet information department of the People's Republic of China at or above the provincial level.

(viii) "relevant laws and regulations" means the Law of the People's Republic of China on Network Security, the Law of the People's Republic of China on Data Security, the Law of the People's Republic of China on the Protection of Personal Information, the Civil Code of the People's Republic of China, the Civil Procedure Law of the People's Republic of China, the Standard Contractual Measures for the Exit of Personal Information, etc. laws and regulations.

(ix) Other terms not defined herein shall have the same meaning as provided in the relevant laws and regulations.

Article 2 Obligations of personal information processors

Processors of personal information shall fulfil the following obligations.

(i) Personal information is handled in accordance with relevant laws and regulations, and the personal information provided outside the country is limited to the minimum necessary to achieve the purpose of processing.

(b) ~~informing the subject of personal information~~ of the name or name of the recipient outside the country, the contact information, the

purpose of handling, the manner of handling, the type of personal information, the retention period, and the manner and procedure for exercising the rights of the subject of personal information as set out in Appendix I "Instructions for the Departure of Personal Information". Where sensitive personal information is provided outside of the country, the subject of the personal information shall also be informed of the necessity of providing sensitive personal information and the impact on the rights and interests of the individual. However, except where laws or administrative regulations provide that such notification is not required.

(c) ~~Where personal information~~ is provided outside the country on the basis of individual consent, the individual consent of the subject of the personal information shall be obtained. Where personal information of minors under the age of 14 is involved, the sole consent of the parents or other guardians of the minor shall be obtained. Where written consent is required by law or administrative regulations, written consent shall be obtained.

(d) ~~If the subject of personal information~~ If the subject of personal information that he or she and the recipient outside of Japan have agreed through this contract that the subject of personal information is a third party beneficiary, and if the subject of personal information does not expressly refuse within 30 days, he or she may enjoy the rights of a third party beneficiary pursuant to this contract.

(v) use reasonable endeavours to ensure that the offshore recipient takes the following technical and management measures

(taking into account the possible risks to the security of personal information arising from the purpose of handling personal information, the type, size, scope and sensitivity of personal information, the volume and frequency of transmission, the transmission of personal information and the retention period of the recipient outside the country) in order to fulfil the obligations agreed in this contract.

(technical and administrative measures such as encryption, anonymization, de-identification, access control, etc.)

(vi) Provide copies of relevant legal provisions and technical standards to the overseas recipient upon request.

(vii) Respond to enquiries from the regulator regarding

the personal information processing activities of the offshore recipient.

(viii) Conducting impact assessments on the protection of personal information in accordance with relevant laws and regulations for activities intended to provide personal information to overseas recipients. The assessment will focus on the following.

1. The legality, legitimacy, and necessity of the purpose, scope, and manner of processing personal information by the processor of personal information and the recipient outside the country.

2. The scale, scope, type and sensitivity of personal information leaving the country, and the risks to the rights and interests of personal information that may result from personal information leaving the country.

3. The obligations that the offshore recipient undertakes to undertake, and whether the management and technical measures and capabilities to fulfil the obligations can guarantee the security of personal information leaving the country.

4.The risk of personal information being tampered with, damaged, leaked, lost, illegally used, etc. after leaving the country, and whether there is a clear channel to safeguard the rights and interests of personal information, etc.

5.Assess the impact of local personal information protection policies and regulations on contract performance in accordance with Article 4 of this contract.

6.Other matters that may affect the safety of personal information leaving the country. Keep the personal information protection impact assessment report for at least 3 years.

(ix) Providing a copy of this contract to the subject of personal information upon request of the subject of personal information. In the event that trade secrets or confidential business information are involved, the relevant content of the copy of this contract may be appropriately handled without affecting the understanding of the subject of personal information.

(x) The burden of proof shall be on the performance of the obligations under this contract.

(xi) Provide the regulator with the information referred to in Article 3(11) hereof, including the results of all compliance audits, as required by relevant laws and regulations.

Article 3 Obligations of the Offshore Receiving Party

The out-of-country recipient shall fulfil the following obligations.

(a) ~~Handling personal information~~ Handling personal information in accordance with the agreement set out in Appendix I "Expatriation Instructions for Personal Information". If the purpose of handling personal information, the manner of handling and the type of personal information to be handled exceeds the agreed purpose, the consent of the individual shall be obtained in advance, and in the case of personal information of minors under 14 years of age, the consent of the parents or other guardians of the minors shall be obtained in advance.

(b) If entrusted by a personal information processor to handle personal information, the personal information shall be handled in accordance with the agreement with the personal information processor, and the personal information shall not be handled beyond the agreed purpose and manner of handling with the personal information processor.

(c) Providing a copy of this contract to the subject of personal information upon request. In the event that trade secrets or confidential business information is involved, the relevant content of the copy of this contract may be appropriately handled without affecting the understanding of the subject of personal information.

(iv) To handle personal information in a manner that has the least impact on the rights and interests of the individual.

(e) Personal information shall be kept for the minimum time necessary to achieve the purpose of processing, and personal information (including all backups) the retention period expires. If the personal information is entrusted to the personal information processor and the entrustment contract is not effective, invalid, revoked or terminated, the personal information shall be returned to the personal information processor or deleted, and a written explanation shall be provided to the personal information processor. Where deletion of personal information is technically difficult to achieve, processing other than storage and taking the necessary safety protection measures shall be stopped.

(vi) Secure the handling of personal information in the following manner.

1. Adopt technical and administrative measures, including but not limited to those in Article 2(5) of this contract, and conduct regular checks to ensure the security of personal information.

2. Ensure that those authorised to handle personal information fulfil their confidentiality obligations and establish minimum authorised access control permissions.

(vii) In the event of falsification, destruction, leakage, loss, unlawful use, unauthorized provision or access of personal information handled, the following shall be carried out.

1. Take appropriate remedial measures in a timely manner to mitigate the adverse impact on the subject of personal information.

2. Immediately notify the personal data processor and report to the regulator as required by relevant laws and regulations. The notification should include the following.

(1) tampering, destruction, disclosure, loss, illegal use,
or

The type of personal information provided or accessed without authorisation, the reasons for it and the harm it may cause.

- (2) Remedial measures taken.
- (3) Measures that can be taken by the subject of personal information to mitigate harm.
- (4) Contact details of the person responsible for handling the situation or the team in charge.

3.If the relevant laws and regulations require notification of the subject of personal information, the content of the notification shall include the matters in Item 2 of this subparagraph. If entrusted by a personal information processor to handle personal information, the personal information processor shall notify the subject of personal information.

4.Document and retain all circumstances relating to the occurrence or potential occurrence of tampering, destruction, disclosure, loss, unlawful use, unauthorised provision or access, including all remedial measures taken.

(viii) Personal information may be provided to a third party outside the People's Republic of China only if the following conditions are met at the same time.

- 1.There is a genuine business need.
- 2.The subject of personal information has been informed

of the name or name of such third party, contact details, the purpose of processing, the manner of processing, the type of personal information, the retention period, and the manner and procedure for exercising the rights of the subject of personal information. Where sensitive personal information is provided to a third party, the subject of personal information shall also be informed of the necessity of providing sensitive personal information and the impact on the rights and interests of the individual. However, except where laws or administrative regulations provide that such notification is not required.

3. Where the processing of personal information is based on individual consent, the individual consent of the subject of the personal information shall be obtained. Where personal information of minors under the age of fourteen is involved, the sole consent of the parents or other guardians of the minor shall be obtained. Where the law or administrative regulations provide that written consent shall be obtained, written consent shall be obtained.

4. Enter into written agreements with third parties to ensure that the personal information handling activities of the third parties meet the personal information protection standards stipulated in the relevant laws and regulations of the People's Republic of China, and assume legal responsibility for infringement of the rights enjoyed by the subjects of personal information as a result of providing personal information to third parties outside the People's Republic of China.

5. Provide a copy of the written agreement to the subject of personal information upon request. In the event that trade secrets or confidential business information is involved, the contents of the written agreement may be appropriately handled without affecting the understanding of the subject of personal information.

(ix) ~~When entrusted~~ by a personal information processor with the handling of personal information and entrusted to a third party, the consent of the personal information processor shall be obtained in advance, and the third party shall be required not to handle personal information beyond the purposes and methods of handling as agreed in the "Personal Information Exit Instructions" in Appendix I of this contract, and to

supervise the personal information handling activities of such third party. (b) Supervision of the third party's personal information handling activities.

(j) Where automated decision-making is conducted using personal information, transparency in decision-making and fair and equitable results shall be ensured, and no unreasonable differential treatment shall be applied to subjects of personal information in terms of transaction prices and other transaction conditions. Where information is pushed or commercial marketing is conducted to the subject of personal information through automated decision-making, the option of not targeting his or her personal characteristics shall be provided at the same time, or the subject of personal information shall be provided with a convenient way to refuse.

(xi) undertakes to provide personal information processors with the necessary information required to have complied with their obligations under this contract, to allow personal information processors access to necessary data files and documents or to conduct compliance audits of the processing activities covered by this contract, and to facilitate compliance audits by personal information processors.

(xii) ~~Keep~~ objective records of the personal information processing activities carried out, keep the records for at least **three** years, and submit them to the supervisor directly or through the personal information processor in accordance with the requirements of relevant laws and regulations.

The governing body provides the relevant documentation.

(xiii) agree to be supervised and monitored by the regulator in the relevant procedures for monitoring the implementation of this contract, including but not limited to responding to the regulator's enquiries, cooperating with the regulator's inspections, complying with the measures taken or decisions made by the regulator, providing written proof that the necessary actions have been taken, etc.

Article 4 Impact of policies and regulations on the protection of personal information in the country or region of the overseas recipient on the performance of the contract

(a) The parties shall ensure that they have exercised reasonable care at the time of the conclusion of this contract and are not aware of any policies and regulations for the protection of personal information in the country or territory of the overseas recipient (including any requirements to provide personal information or provisions authorising public authorities to access personal information) ~~that will~~ affect the overseas recipient's performance of its obligations under this contract.

(ii) The parties declare that, in giving the warranty in

subparagraph (i) of this article, they have assessed the following circumstances in conjunction with each other.

1.The specific circumstances of the departure, including the purpose of handling personal information, the type, scale, scope and sensitivity of the personal information transferred, the scale and frequency of the transfer, the transfer of personal information and the retention period of the overseas recipient, the previous experience of the overseas recipient in similar cross-border transfer and handling of personal information, whether incidents related to personal information security have occurred in the overseas recipient and whether they have been dealt with in a timely and effective manner, whether the overseas recipient Whether the overseas recipient has received requests for personal information from public authorities in the country or region where the recipient is located and how the overseas recipient has responded.

2.The personal information protection policies and regulations of the country or region where the overseas recipient is located, including the following elements.

- (1) The laws and regulations in force in the country or region for the protection of personal information and their general application

The standard.

(2) Regional or global organisations that the country or region is a member of in relation to the protection of personal information, and binding international commitments made.

(3) The mechanisms in place in the country or region for the protection of personal information, such as the existence of a supervisory and enforcement body for the protection of personal information and the relevant judicial bodies.

3.The security management system and technical means to safeguard the capacity of the offshore recipient.

(iii) The offshore recipient warrants that, at the time of the assessment under subparagraph 2 of this Article, it has made its best efforts to provide the personal data processor with the relevant information necessary.

(d) The Parties shall document the process and results of the assessment under subparagraph 2 of this Article.

(5) If the overseas recipient is unable to perform this contract due to changes in the personal information protection policies and regulations of the overseas recipient's country or region (including changes in the laws of the overseas recipient's country or region, or the adoption of mandatory

measures), the overseas recipient shall notify the personal information processor of such changes as soon as it becomes aware of them.

(f) If the overseas recipient receives a request from a government department or judicial body in the country or region in which it is located to provide personal information under this contract, it shall immediately notify the processor of the personal information.

Article 5 Rights of the Subject of Personal Information

The parties agree that the subject of personal information has the following rights as a third party beneficiary of this contract.

(a) The subject of personal information has the right to be informed and to decide on the handling of his or her personal information in accordance with relevant laws and regulations, the right to restrict or refuse the handling of his or her personal information by others, the right to request access to, copy, correct, supplement or delete his or her personal information, and the right to request an explanation of the rules for the handling of his or her personal information.

(b) When the subject of personal information requests to exercise the above-mentioned rights in respect of personal information that has left the country, the subject of personal information may request the processor of personal information to take appropriate measures to realize it, or make a request directly to the recipient outside the country. If the personal information processor is unable to do so, it shall notify and request assistance from the overseas recipient to do so.

(c) The overseas recipient shall, in accordance with the notice of the processor of personal information or upon the request of the subject of personal information, realize the rights of the subject of personal information in accordance with the relevant laws and regulations within a reasonable period of time.

The offshore recipient shall inform the personal information subject of the relevant information in a prominent manner and in clear and understandable language in a true, accurate and complete manner.

(d) If the overseas recipient refuses the request of the subject of personal information, it shall inform the subject of personal information of the reasons for its refusal and the ways

for the subject of personal information to file a complaint with the relevant regulatory body and seek judicial remedy.

(e) ~~The subject of personal information~~ as a third party beneficiary of this contract, shall have the right to assert and demand from one or both of the processor of personal information and the offshore recipient the performance of the following provisions under this contract in relation to the rights of the subject of personal information.

1. Article 2, with the exception of Article 2 (5), (6), (7) and (11).

2. Article 3, with the exception of Article 3(7) (b) and (4), (9), (11), (12) and (13).

3. Article 4, with the exception of Article 4 (5) and (6).

4. Article 5.

5. Article 6.

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

7. Article 9(5).

The above agreement shall not affect the rights and interests of the subject of personal information in accordance with the Law of the People's Republic of China on the Protection of Personal Information.

Article 6 Remedies

(i) The offshore recipient shall identify a contact person who is authorized to respond to enquiries or complaints regarding the processing of personal information and shall promptly address the enquiries or complaints of the subject of personal information. The overseas recipient shall inform the personal information processor of the contact person's information and shall inform the personal information subject of that contact person's information in a concise and understandable manner, either through a separate notice or an announcement on its website, as follows.

Contact person and contact details (office phone or email)

(b) If a dispute arises between one party and the subject of personal information in connection with the performance of this contract, the other party shall be notified and the parties shall cooperate to resolve the dispute.

(c) If the dispute is not resolved amicably and the subject of personal information exercises the rights of a third party beneficiary in accordance with Article 5, the offshore recipient accepts the right of the subject of personal information to assert his or her rights through the following forms.

1. Complaints to the regulator.

2. to the court agreed in paragraph 5 of this article.

(d) The parties agree that the subject of personal information shall exercise the rights of a third party beneficiary in relation to disputes under this contract, and where the subject of personal information chooses to apply the relevant laws and regulations of the People's Republic of China, his or her choice shall be honoured.

(e) If the parties agree that the subject of personal information exercises the rights of a third party beneficiary in relation to a dispute under this contract, the subject of personal information may, in accordance with the Civil Procedure Law of the People's Republic of China, file a complaint with the competent

The People's Court with jurisdiction to bring proceedings.

(vi) The parties agree that the choice made by the subject of personal information to defend his or her rights will not diminish the right of the subject of personal information to seek remedies under other laws and regulations.

Article 7 Cancellation of Contract

(a) If the ~~overseas~~ recipient violates its obligations under this contract, or if there are changes in the policies and regulations on the protection of personal information in the overseas recipient's country or region (including changes in the laws of the overseas recipient's country or region, or the adoption of mandatory measures) that make it impossible for the overseas recipient to perform this contract, the personal information processor may suspend the provision of personal information to the overseas recipient until the breach is rectified or until the contract is terminated.

(b) The processor of personal information has the right to terminate this contract and, if necessary, to notify the supervisory authority if any of the following circumstances apply.

1. The personal information processor suspends the provision of personal information to the recipient outside

of the country for a period of more than one month in accordance with the provisions of the first subparagraph of this article.

2. Compliance with this contract by the foreign recipient would be contrary to the laws of the country or territory in which it is located.

3. The offshore recipient is in material or persistent breach of its obligations under this contract.

4. The foreign recipient or the processor of personal data is in breach of its obligations under this contract according to a final decision of the competent court or supervisory authority of the foreign recipient.

In the case of **item 1**, **item 2** and **item 4** of this subparagraph, the recipient outside the country may cancel this contract.

(c) If this contract is cancelled by mutual consent, the cancellation of the contract does not relieve the parties of their obligations to protect personal information in the course of handling personal information.

(d) Upon termination of the contract, the offshore recipient shall promptly return or delete the personal information it has received under this contract (including all backups) and provide a written explanation to the processor of the personal information. Where deletion of personal information is technically difficult to achieve, processing other than storage and taking the necessary safety protection measures shall cease.

Article 8 Liability for breach of contract

(i) Each party shall be liable for any loss caused to the other party as a result of its breach of this contract.

(b) Any party violating the rights enjoyed by the subject of personal information due to a breach of this contract shall bear civil legal responsibility for the subject of personal information and shall not affect the administrative, criminal and other legal responsibilities of the processor of personal information under relevant laws and regulations.

(c) Where both parties are jointly and severally liable in accordance with the law, the subject of personal information shall be entitled to request either or both parties to assume responsibility. Where one party assumes liability in excess

of its share of liability, it shall be entitled to recover from the other party.

Article 9 Other

(i) In the event of a conflict between this contract and any other legal document entered into by the parties, the terms of this contract shall prevail.

(2) The relevant laws and regulations of the People's Republic of China shall apply to the formation, validity, performance, interpretation and any dispute between the parties arising from this contract.

(iii) The notice given shall be sent by e-mail, telegram, telex, facsimile (with a confirmation copy sent by airmail) or registered airmail to (specific address) or by written notice to an alternative address to that address. A notice under this contract shall be deemed to have been received one day after the date on which it is postmarked if sent by registered airmail or one business day after it is sent by email, telegram, telex or facsimile if sent by telegram, telex or facsimile.

(d) Disputes between the parties arising from this contract and the recovery of damages by either party from the other party as a result of the first indemnification of the main body of personal information for damages shall be settled by agreement between the parties; if no agreement is reached, either party may settle the matter by one of the following means (if arbitration is chosen, please tick the arbitration institution)

1.Arbitration. Referral of the dispute to

China International Economic and Trade Arbitration Commission

China Maritime Arbitration Commission

Beijing Arbitration Commission (Beijing International Arbitration Centre)

Shanghai International Arbitration Centre

Arbitral institutions of ~~other~~ members of the Convention on the Recognition and Enforcement of Foreign Arbitral ~~Awards~~

in accordance with its arbitration rules then in force at (place of arbitration) to conduct the arbitration.

2.Litigation. Proceedings shall be brought in accordance with the law before the people's courts of the People's Republic of China having jurisdiction.

(e) This contract shall be interpreted in accordance with the provisions of the relevant laws and regulations and shall

not be interpreted in such a way as to contradict the rights and obligations under the relevant laws and regulations.

(vi) ~~The~~ original of this contract is in duplicate_ (f) This contract is in one original copy, each of the parties shall hold _____ one copy, which shall have the same legal effect. This contract is made at (place) signed

Personal Information Processor. _____

_____ Year__ January__ Date

Out-of-country recipient. _____

_____ Year__ January__ Date

Appendix I

Personal Information Exit Instructions

Details of the provision of personal information outside the country under this contract are agreed as follows.

(i) Purpose of treatment.

(ii) Treatment.

(iii) Scale of outbound personal information.

(iv) Types of outbound personal information (refer to GB/T 35273 "Information Security Technology Personal Information Security Specification" and related standards)

(v) Types of outbound sensitive personal information (where applicable, refer to GB/T 35273 "Information Security Technology Personal Information Security Specification" and related standards)

(vi) The overseas recipient will only provide personal information to the following third parties outside the People's Republic of China (where applicable)

(vii) Mode of transmission.

(viii) Post-exit retention period.

(Months to months)

(ix) Place of deposit after exit.

(x) Other matters (to be completed as appropriate)

Appendix II

Other terms agreed by the parties
(if required)