



# Data Processing Agreement

## 資料處理協定

## Data Processing Agreement (“DPA”) 資料處理協定 (“DPA”)

This Data Processing Agreement (DPA) is effective on the Effective Date made between **WiseTech Taiwan** and **Customer**, each as defined on the Execution Page and each a **Party** and together the **Parties**.

本資料處理協定 (DPA) 於生效日期在台灣慧諮和客戶之間生效。對於台灣慧諮和客戶的定義詳見簽署頁，台灣慧諮和客戶在本協定項下分別稱為“一方”，合稱為“雙方”。

This DPA supplements the Maintenance Agreement or Leasing Agreement between **WiseTech Taiwan** and Customer.

本 DPA 是對台灣慧諮和客戶之間的《系統維護合約書》或《系統租用合約書》的補充。

This DPA replaces any prior terms and conditions on the same subject matter that have been agreed between the Parties, including any terms contained in the System Maintenance Agreement or System Leasing Agreement.

本 DPA 取代雙方先前就同一主題達成的任何條款和條件，包括系統維護合約書或系統租用合約書中的任何條款。

For the purpose of this DPA, the Customer is the data exporter and **WiseTech Taiwan** is the data importer.

為本 DPA 之目的，客戶是資料輸出方，台灣慧諮是資料接收方。

In circumstances where the Customer is domiciled in Taiwan, or is not domiciled in Taiwan but uses means to process the personal data in Taiwan, the Customer is required to comply with the Taiwan specific data transfer and processing requirements set out in Annex IV, as read with the provisions of this DPA. 如果客戶所在地為台灣，或雖不在台灣但以某些方法在台灣進行個人資料處理，客戶必須併同本 DPA 規定解讀並遵守附件 IV 中所載之台灣特定資料傳輸和處理規範。

### SECTION I

#### 第一部分

#### Clause

##### 1 第 1 條

#### Purpose and scope 目的和範圍

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

這些標準契約條款的目的是確保遵守歐洲議會及理事會於2016年4月27日就保護自然人在個人資料處理和資料跨境自由流通而頒佈的2016/679號條例（一般資料保護規則）。

- (b) The Parties:

雙方：

- i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and

如附件I.A中所列的，傳輸個人資料的自然人或法人、公共機構、代理機構或其他主體（以下統稱“實體”）（以下每一該等實體稱為“資料輸出方”），以及

- ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’)

如附件I.A中所列的，直接或間接地通過同為本協議條款締約方的另一實體，從資料輸出方接收個人資料的位於第三國的實體（以下每一該等實體稱為“資料接收方”）。

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

已同意遵守本協議項下的這些標準契約條款（以下簡稱“條款”）。

- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.  
本條款適用於附件I.B中規定的個人資料的傳輸。
- (d) The Appendix to these Clauses containing the Annexes referred to therein form an integral part of these Clauses.  
本條款的附錄，包括其中提到的附件，構成本條款的組成部分。

## Clause 2

### 第 2 條

#### Effect and invariability of the Clauses

##### 條款的效力和不可變更性

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.  
本條款規定了適當的保障措施，包括根據（歐盟）2016/679號條例第46(1)條和第46(2)(c)條規定的可執行的資料主體權利和有效的法律救濟措施、以及就控制者向處理者和/或處理者向處理者的資料傳輸而言根據（歐盟）2016/679號條例第28(7)條規定的標準合同條款，這些條款不得修改，但選擇適當的模組或是添加或更新附錄資訊除外。這並不妨礙雙方將這些條款中規定的標準合同條款納入更廣泛的合同和/或增加其他條款或額外的保障措施，只要它們不直接或間接地與本條款相矛盾或損害資料主體的基本權利或自由。
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.  
本條款不影響資料輸出方根據（歐盟）2016/679號條例應承擔的義務。

## Clause 3

### 第 3 條

#### Third-party beneficiaries

##### 第三方受益人

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:  
資料主體可以作為第三方受益人，對資料輸出方和/或資料接收方援引並執行本條款，但以下情況除外：
  - i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;  
第1條、第2條、第3條、第6條、第7條；
  - ii. Clause 8.1(b), 8.9(a), (c), (d) and (e);  
第8.1(b)、8.9(a)、(c)、(d)和(e)條；
  - iii. Clause 9(a), (c), (d) and (e);  
第9 (a)、(c)、(d)和(e)條；
  - iv. Clause 12(a), (d) and (f);  
第12 (a)、(d)和(f)條；
  - v. Clause 13;  
第13條；
  - vi. Clause 15.1(c), (d) and (e);  
第15.1(c)、(d)和(e)條；

- vii. Clause 16(e);  
第16(e)條；
  - viii. Clause 18(a) and (b).  
第 18(a) 和 (b) 條。
- (b) Clause 3(a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679  
第3(a)條不影響（歐盟）2016/679條例規定的資料主體權利

#### **Clause 4**

##### **第 4 條**

#### **Interpretation**

##### **解釋**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.  
如果本條款使用了（歐盟）2016/679號條例中定義的術語，這些術語應具有與該條例中相同的含義。
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.  
本條款應根據（歐盟）2016/679號條例的規定來理解和解釋。
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.  
本條款的解釋不得與（歐盟）2016/679條例規定的權利和義務相衝突

#### **Clause 5**

##### **第 5 條**

#### **Hierarchy**

##### **優先順序**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

如果本協定條款與雙方在商定這些條款時存在的或此後簽訂的相關協定的規定相矛盾，則以本協議條款為準。

#### **Clause 6**

##### **第 6 條**

#### **Description of the transfer(s)**

##### **關於傳輸**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

傳輸的細節，尤其是傳輸的個人資料的類別和傳輸的目的，在附件 I.B 中具體規定。

#### **Clause 7**

##### **第 7 條**

#### **Docking clause**

##### **對接條款**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.  
非本協定條款締約方的實體，經本協定雙方同意，可在任何時候，作為資料輸出方或資料接收方，通過填寫附錄和簽署附件I.A加入本協議條款。
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to

these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

一旦填寫附錄並簽署附件I.A，加入實體將成為本條款的締約方，並享有附件I.A項下資料輸出方或資料接收方的權利和義務。

- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party

加入的實體在成為締約方之前的時期內不享有本條款規定的任何權利或義務。

## SECTION II – OBLIGATIONS OF THE PARTIES

### 第二部分 雙方的義務

#### Clause 8

##### 第8條

#### Data protection safeguards

##### 資料保護措施

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

資料輸出方保證其已盡合理努力確認，資料接收方能夠通過實施適當的技術和組織措施來履行其在本條款項下的義務。

#### 8.1. Instructions

##### 指示

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract. 資料接收方應僅根據資料輸出方的書面指示處理個人資料。資料輸出方可在整個合約期內發出此類指示。
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. 如果資料接收方無法遵從這些指示，應立即通知資料輸出方。

#### 8.2. Purpose limitation

##### 目的限制

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

除非根據資料輸出方的進一步指示，資料接收方應僅為附件I.B中規定的特定傳輸目的處理個人資料。

#### 8.3. Transparency

##### 透明性

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

經要求，資料輸出方應向資料主體免費提供本條款的副本，包括由雙方填寫好的附錄。在保護商業秘密或其他機密資訊的必要範圍內，包括附件二所述的措施和個人資料，資料輸出方可以在分享副本之前編輯本條款附錄的部分文

本，但在資料主體無法理解其內容或行使其權利時，應提供有意義的摘要。經要求，雙方應在不透露已編輯資訊的情況下，盡可能向資料主體提供編輯的原因。本條款不影響資料輸出方根據歐盟2016/679號條例第13和14條所承擔的義務。

#### **8.4. Accuracy** **準確性**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

如果資料接收方意識到其接收的個人資料不準確或已過時，其應立即通知資料輸出方。在此情況下，資料接收方應與資料輸出方合作以刪除或糾正這些資料。

#### **8.5. Duration of processing and erasure or return of data** **處理期限以及資料的刪除或歸還**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

資料接收方應僅在附件I.B規定的期限內進行處理。在處理服務結束後，資料接收方應根據資料輸出方的選擇，刪除代表資料輸出方處理的所有個人資料，並向資料輸出方提供已刪除的證明，或向資料輸出方歸還代表其處理的所有個人資料並刪除現有副本。在資料被刪除或歸還之前，資料接收方應確保繼續遵守本條款。如果適用於資料接收方的當地法律禁止歸還或刪除個人資料，資料接收方保證其將繼續遵守本條款，並且只在當地法律規定的範圍內和期限內處理資料。這並不影響第14條，特別是第14(e)條對資料接收方的要求，即如果其有理由相信其受到或已經受到不符合第14(a)條要求的法律或慣例的約束，則在合約期限內應通知資料輸出方。

#### **8.6. Security of processing** **處理的安全性**

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

在傳輸過程中，資料接收方以及資料輸出方應採取適當的技術和組織措施，以確保資料的安全，包括防止安全性漏洞導致意外或非法破壞、損失、更改、未經授權的披露或訪問該資料（以下簡稱“個人資料洩露”）。在評估適當的安全級別時，雙方應適當考慮技術水準、實施成本、處理的性質、範圍、背景和目的以及處理過程中對資料主體的風險。雙方應特別考慮採用加密或化名，包括在傳輸過程中，如果處理目的可以通過這種方式實現。在使用化名的情況下，在可能的情況下，用於將個人資料歸屬於特定資料主體的額外資訊應保持

在資料輸出方的專屬控制之下。在履行本條款規定的義務時，資料接收方應至少實施附件II中規定的技術和組織措施。資料接收方應進行定期檢查，以確保這些措施持續提供適當的安全級別。

- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.  
資料接收方應僅在執行、管理和監控合約所需的嚴格範圍內允許其工作人員訪問個人資料。其應確保被授權處理個人資料的人員已承諾保密或承擔適當的法定保密義務。
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.  
如果資料接收方根據本條款處理的個人資料發生個人資料洩露，資料接收方應採取適當措施處理該洩露問題，包括採取措施減輕其不利影響。資料接收方還應在意識到洩露事件後，無不當延遲地通知資料輸出方。該通知應包含可獲得更多資訊的聯絡管道的詳細資訊、對洩露性質的描述（如有可能，包括有關資料主體和個人資料記錄的類別和大致數量）、其可能的後果以及為解決資料洩露而採取或建議採取的措施，包括在適當情況下為減輕其可能的不利影響而採取的措施。在不可能同時提供所有資訊的情況下，最初的通知應包含當時可獲得的資訊，隨後在獲得進一步資訊時，應無不當拖延地提供。
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.  
考慮到處理的性質和資料接收方可獲得的資訊，資料接收方應與資料輸出方合作並提供協助，以使資料輸出方能夠遵守（歐盟）2016/679號條例規定的義務，特別是通知主管監管機構和受影響的資料主體。

## 8.7. Sensitive data

### 敏感性資料

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

如果傳輸涉及揭示種族或民族血統、政治觀點、宗教或哲學信仰、工會會員資格的個人資料、基因資料或用於唯一識別自然人的生物識別資料、有關健康或個人性生活或性取向的資料或與刑事定罪和犯罪有關的資料（以下簡稱“敏感性資料”），資料接收方應適用附件I.B所述的具體限制和/或額外保障措施。

## 8.8. Onward transfers

### 進一步傳輸

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, or if:

資料接收方只能根據資料輸出方的書面指示向第三方廠商披露個人資料。此外，只有在第三方廠商受到或同意受本條款約束的情況下，才能將資料披露給位於歐盟以外的第三方廠商（與資料接收方在同一國家或在其他第三國，以下簡稱“進一步傳輸”），或者如果：

- i. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;  
進一步傳輸到受益于根據(歐盟)2016/679號條例第45條作出的充分性決定的國家，該決定涵蓋了進一步傳輸；
- ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;  
第三方根據(歐盟)2016/679條例第46條或第47條確保對相關處理採取適當的保護措施；
- iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or  
在特定行政、監管或司法程式的中，為確立、行使或抗辯法律主張所必需進行的進一步傳輸；或
- iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.  
為了保護資料主體或其他自然人的切身利益，必須進行進一步傳輸。

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

任何進一步傳輸都必須以資料接收方遵守本條款規定的所有其他保護措施為前提，尤其是目的限制條款。

### 8.9. Documentation and compliance 文檔和合規

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.  
資料接收方應即時、充分地處理資料輸出方提出的與本條款下的處理有關的詢問。
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.  
雙方應能證明對本條款的遵守。尤其是，資料接收方應保留有關代表資料輸出方進行處理活動的適當檔。
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of noncompliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.  
在合理的時間間隔或有跡象表明違規的情況下，資料接收方應向資料輸出方提供所有必要的資訊，以證明其遵守本條款中規定的義務，並應資料輸出方的要求，允許並協助對本條款所涵蓋的處理活動進行審計。在決定審查或審計時，資料輸出方可以考慮資料接收方持有的相關認證。
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.  
資料輸出方可選擇自行進行審計，或委託獨立審計師進行審計。審計可能包括對資料接收方的場所或實際設施的檢查，並應酌情在合理的通知下進行。
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.  
各方應根據要求向主管監管機構提供(b)和(c)款所述的資訊，包括任何審計結果。

### Clause 9 第9條

#### Use of sub-processors 次級資料處理商的使用

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing



of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

資料接收方擁有資料輸出方的一般授權，可從商定的清單中聘用次級資料處理商。如果需要通過增加或更換次級資料處理商而對該清單進行更改，資料接收方應至少提前30天以書面形式明確通知資料輸出方，從而使資料輸出方有足夠的時間在聘用次級資料處理商之前反對此類更改。資料接收方應當向資料輸出方提供其行使反對權所需的資訊。

- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

如果資料接收方聘請次級資料處理商（代表資料輸出方）進行特定的處理活動，則應訂立書面合同進行，該合同應在實質上規定了與資料接收方在本條款下相同的資料保護義務，包括資料主體的第三方受益人受益權。雙方同意，通過遵守本條款，資料接收方履行了其在第8.8條下的義務。資料接收方應確保次級資料處理商遵守資料接收方根據本條款所承擔的義務。

- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

資料接收方應根據資料輸出方的要求，向資料輸出方提供與該等次級資料處理商的協定及任何後續修訂的副本。在保護商業秘密或其他保密資訊（包括個人資料）的必要範圍內，資料接收方可在分享副本之前對協定文本進行編輯。

- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

就次級資料處理商履行其與資料接收方之間的合同項下義務，資料接收方應向資料輸出方承擔全部責任。資料接收方應將次級資料處理商未能履行其在該合同項下的義務通知資料輸出方。

- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

資料接收方應與次級資料處理商達成第三方受益人條款，即在資料接收方事實上已經消失、在法律上不復存在或已經破產的情況下，資料輸出方應有權終止次級資料處理商合同並指示次級資料處理商刪除或歸還個人資料。

## Clause 10

### 第 10 條

#### Data subject rights

#### 數據主體權利

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

資料接收方應立即將其從資料主體收到的任何請求通知資料輸出方。除非獲得資料輸出方的授權，否則不得自行回應該請求。

- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the

extent of the assistance required.

資料接收方應協助資料輸出方履行其義務，對資料主體根據（歐盟）2016/679號條例行使其權利的要求作出回應。在這方面，雙方應在附件II中規定適當的技術和組織措施，同時考慮處理的性質、通過何種措施提供協助，以及所需協助的範圍和程度。

- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

在履行(a)和(b)款規定的義務時，資料接收方應遵守資料輸出方的指示。

## Clause 11

### 第 11 條

#### Redress

#### 補救措施

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject. 數據接收方應通過個別通知或其網站，以透明和容易獲取的形式，告知資料主體授權處理投訴的聯絡管道。其應迅速處理從資料主體收到的任何投訴。
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them. 如果資料主體與其中一方在遵守本條款方面發生爭議，該方應盡最大努力即時友好地解決問題。雙方應相互通報此類爭議，並酌情合作解決此類爭議。
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:  
如果資料主體根據第3條援引第三方廠商受益權，資料接收方應接受資料主體的決定：  
i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13; 向其慣常居住地或工作地點的成員國的監管機構或根據第13條規定的主管監管機構提出申訴；  
ii. refer the dispute to the competent courts within the meaning of Clause 18. 將爭議提交給第18條所指的主管法院。
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679. 雙方同意，在(歐盟)2016/679號條例第80(1)條規定的條件下，資料主體可由非營利機構、組織或協會代表。
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law. 資料接收方應遵守根據適用的歐盟或成員國法律做出的具有約束力的決定。
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws. 資料接收方同意，資料主體的選擇不會損害他/她根據適用法律尋求補救的實質性和程式性權利。

## Clause 12

### 第 12 條

#### Liability

#### 責任

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

一方因違反本條款而給另一方造成任何損害的，應對另一方負損害賠償責任。

- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.  
對於資料接收方或其次級資料處理商因違反本條款規定的第三方廠商受益權而給資料主體造成的任何物質或非物質損失，資料接收方應向資料主體負損害賠償責任，而資料主體則有權獲得賠償。
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its subprocessor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.  
儘管有(b)款的規定，對於資料輸出方或資料接收方（或其次級資料處理商）因違反本條款規定的第三方受益權而給資料主體造成的任何實質性或非實質性損害，資料輸出方應對資料主體負責。這不影響資料輸出方的責任，如果資料輸出方是代表控制者處理資料，則不影響控制者根據（歐盟）2016/679號條例或（歐盟）2018/1725號條例（如適用）應承擔的責任。
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.  
雙方同意，如果資料輸出方根據(c)款對資料接收方（或其次級資料處理商）造成的損害承擔責任，則其有權向資料接收方追索與資料接收方的損害責任相對應的賠償。
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.  
如果一個以上的締約方因違反本條款對給資料主體造成的損害負有責任，所有責任方應承擔連帶責任，資料主體有權在法庭上對其中任何一個締約方提起訴訟。
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.  
雙方同意，如果一方根據(e)款承擔責任，則其有權向另一方追索與其損害責任相對應的該部分賠償。
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.  
資料接收方不得援引次級資料處理商的行為來逃避自己的責任。

## Clause 13 第 13 條

### Supervision 監管

- (a) If the data exporter is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.  
如果資料輸出方註冊設立於歐盟成員國，附件I.C中指的負責確保資料輸出方在資料傳輸方面遵守（歐盟）2016/679號條例的監管機構應作為主管監管機構。

If the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.  
如果資料輸出方不是在歐盟成員國註冊設立，但根據（歐盟）第2016/679號條例第3(2)條屬於其適用地域範圍，並根據第2016/679號條例第27(1)條任命了一名代表，則如附件I.C款所示，第2016/679號條例第27(1)條所指的該代表所在的成員國的監管機構應作為主管監管機構行事。

If the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to

appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679; the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

如果資料輸出方不是在歐盟成員國註冊設立，但根據（歐盟）2016/679號條例第3(2)條屬於其適用地域範圍，但無需根據（歐盟）2016/679號條例第27(2)條指定代表，則如附件I.C款所示，資料主體的個人資料在本條款下因向其提供商品或服務而被傳輸或其行為被監控的，該資料主體所在的成員國的監管機構應擔任主管監管機構。

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

資料接收方同意在任何旨在確保遵守本條款的程序中服從主管監管機構的管轄並與之合作。特別是，資料接收方同意回應查詢、接受審計、並遵守監管機構採取的措施，包括補救和補償措施。其應向監管機構提供書面確認，說明已經採取了必要的行動。

### SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

#### 第三部分 當地法律和政府當局訪問時的義務

##### Clause 14

##### 第 14 條

##### Local laws and practices affecting compliance with the Clauses

##### 影響遵守本條款的當地法律和慣例

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

雙方保證，其沒有理由相信，目的地第三國適用於資料接收方處理個人資料的法律和慣例，包括披露個人資料的任何要求或授權公共當局查閱的措施，會妨礙資料接收方履行本條款規定的義務。這是基於：這些法律和慣例，尊重基本權利和自由的本質、並且不超過民主社會為保障（歐盟）第2016/679號條例第23（1）條所列目標之一的必要性和適度性，其與本條款並不矛盾。

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

雙方聲明，在提供 (a) 款中的保證時，其特別考慮了以下要素：

- i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;  
 傳輸的具體情況，包括處理鏈的長度、涉及的參與者數量和使用的傳輸管道；預期的進一步傳輸；接收人類型；處理的目的；傳輸的個人資料之類別和格式；發生傳輸的經濟部門；傳輸資料的存儲位置；
- ii. the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;  
 目的地第三國的法律和慣例——包括那些要求向政府當局披露資料或授權這些當局訪問的法律和慣例——

與傳輸的具體情況相關，以及適用的限制和保障措施；

- iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.  
為補充本條款下的保障措施而簽訂的任何相關合同、採取的任何技術或組織保障措施，包括在傳輸過程中和在目的地國處理個人資料時適用的措施。
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.  
資料接收方保證，在根據(b)款進行評估時，其已盡最大努力向資料輸出方提供相關資訊，並同意繼續與資料輸出方合作，以確保遵守這些條款。
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.  
各方同意將(b)款下的評估記錄在案，並應要求向主管監管機構提供。
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).  
如果在同意這些條款之後以及在合約有效期內，資料接收方有理由相信其正在或已經受到不符合(a)款要求的法律或慣例的約束，包括第三國的法律發生變化或有表明該等法律在實踐中的應用不符合(a)款要求的措施（如披露要求），資料接收方同意立即通知資料輸出方。
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.  
在根據(e)款發出通知後，或如果資料輸出方有理由相信資料接收方無法再履行本條款下的義務，資料輸出方應迅速確定資料輸出方和/或資料接收方以應對這種情況將採取的適當措施（如確保安全性和保密性的技術或組織措施）。如果資料輸出方認為無法確保此類傳輸的安全性，或在主管監管機構的指示下，資料輸出方應暫停資料傳輸。在這種情況下，因為涉及本條款下的個人資料處理，資料輸出方有權終止合約。如果合約涉及兩個以上的締約方，除非另有約定，否則資料輸出方僅能對相關方行使終止權。如果合約根據本條款終止，則應適用第16(d)和(e)條。

## Clause 15

### 第 15 條

#### Obligations of the data importer in case of access by public authorities

#### 資料接收方在被政府當局訪問時的義務

##### 15.1. Notification

###### 通知

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:  
資料接收方同意在以下情況下即時通知資料輸出方，並在可能的情況下通知資料主體（如有必要，在資料輸出方的說明下）：

- i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or  
收到政府當局（包括司法當局）根據目的地國法律提出的具有法律約束力的要求，要求披露本條款下個人資料；該等通知應包括關於所要求的個人資料、提出要求的當局、提出要求的法律依據和所提供的答覆的資訊；或
  - ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.  
獲悉政府當局根據目的地國的法律直接訪問本條款下傳輸的個人資料；此類通知應包括接收方可獲得的所有資訊。
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.  
如果資料接收方在目的地國的法律下被禁止通知資料輸出方和/或資料主體，資料接收方同意盡最大努力獲得禁令的豁免，以便儘快傳達盡可能多的資訊。資料接收方同意記錄其最大的努力，以便能夠在需要時回應資料輸出方的要求。
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).  
在目的地國法律允許的情況下，資料接收方同意在合約期內定期向資料輸出方提供盡可能多的關於所收到請求的相關資訊（尤其是請求的數量、請求的資料類型、請求的機構、請求是否受到質疑以及這些質疑的結果等）。
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.  
資料接收方同意在合約期內根據第(a)至(c)款的規定保存相應的資訊，並根據要求向主管監管機構提供這些資訊。
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.  
第(a)至(c)款不影響資料接收方根據第14(e)條和第16條在無法遵守本條款時即時通知資料接收方的義務。

## 15.2. Review of legality and data minimisation

### 對合法性和資料最小化的審查

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).  
資料接收方同意其將審查披露請求的合法性，特別是請求是否在提出請求的政府當局被授予的權力範圍內，並且在經過仔細評估後，如果認為有合理理由認為根據目的地國的法律、國際法規定適用的義務和國際禮讓原則，該請求是非法的，則會對該請求提出質疑。資料接收方應在同等的情況下尋求上訴的可能性。在對請求提出質疑時，資料接收方應尋求臨時措施，以達到在主管司法當局對其案情作出決定之前中止請求的效

力。在適用的程式規則要求披露之前，其不應披露所要求的個人資料。這些要求不影響資料接收方在第14(e)條項下的義務。

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

資料接收方同意記錄其法律評估和對披露請求的任何質疑，並在目的地國法律允許的範圍內，向資料輸出方提供該些文檔。其還應根據要求向主管監管機構提供該些文檔。

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

資料接收方同意在回應披露請求時，根據對請求的合理解釋，提供允許的最低數量的資訊。

## SECTION IV – FINAL PROVISIONS

### 第四部分 最終條款

#### Clause 16

#### 第 16 條

#### Non-compliance with the Clauses and termination

#### 不遵守條款和終止

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

如果資料接收方因任何原因無法遵守這些條款，應即時通知資料輸出方。

- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

如果資料接收方違反本條款或無法遵守本條款，資料輸出方應暫停向資料接收方傳輸個人資料，直至再次確保合規或合約終止。這並不影響第14(f)條的規定。

- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

在涉及本條款項下個人資料的處理，資料輸出方有權在以下情形終止合約，其中包括：

- i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

資料輸出方根據(b)款暫停向資料接收方傳輸個人資料，並且在合理時間內，無論如何在暫停後一個月內，沒有恢復對本條款的遵守。

- ii. the data importer is in substantial or persistent breach of these Clauses; or

資料接收方實質或持續地違反本條款；或

- iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

資料接收方未能遵守主管法院或監管機構就其在本條款項下義務作出的具有約束力的決定。

In these cases, it shall inform the competent supervisory authority of such noncompliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

在這些情況下，應將此類不遵守情況通知主管監管機構。如果合約涉及兩個以上的締約方，除非另有約定，否則資料輸出方僅能對相關方行使終止權。

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

根據(c)款在合約終止前已經傳輸的個人資料，應根據資料輸出方的選擇立即歸還給資料輸出方或全部刪除。這同樣適用於資料的任何副本。資料接收方應向資料輸出方證明資料已刪除。在資料被刪除或歸還之前，資料接收方應繼續確保遵守這些條款。如果適用於資料接收方的當地法律禁止歸還或刪除傳輸的個人資料，則資料接收方保證將繼續確保遵守本條款，並僅在當地法律規定的範圍和期限內處理這些資料。

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679. 在以下情況下，任何一方均可撤銷其受本條款約束的同意：(i) 歐盟委員會根據(歐盟)2016/679號條例第45(3)條通過一項決定，該決定適用於本條款所適用的個人資料傳輸；或(ii) (歐盟)2016/679號條例成為個人資料傳輸目的地國法律框架的一部分。這不影響根據(歐盟)2016/679號條例處理的其他義務。

#### **Clause 17**

##### **第 17 條**

#### **Governing law**

##### **適用法律**

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Germany.

本條款應受資料輸出方所在的歐盟成員國的法律管轄，如果該歐盟成員國法律不允許第三方受益權，則應受允許第三方受益權的另一個歐盟成員國的法律管轄。雙方同意這應為德國法律。

#### **Clause 18**

##### **第 18 條**

#### **Choice of forum and jurisdiction**

##### **法院和管轄**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State. 由本條款引起的任何爭議應由歐盟成員國的法院來解決。
- (b) The Parties agree that those shall be the courts of Germany. 雙方同意，該法院應為德國的法院。
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence. 資料主體也可以在其經常居住地的成員國法院對資料輸出方和/或資料接收方提起法律訴訟。
- (d) The Parties agree to submit themselves to the jurisdiction of such courts. 雙方同意接受該等法院的管轄。



## Execution Page 簽署頁

Signed as an agreement 簽字以表示同意

Executed on behalf of **WiseTech Global (Taiwan) Limited (WiseTech Taiwan)** by:  
由以下人士代表台灣慧諮環球股份有限公司(台灣慧諮)簽署:

Signature of authorized signatory 授權簽字人簽字

柯安卓 Andrew Cartledge

Name of authorized signatory (print) 授權簽字人名稱 (印刷體)

代表人

Job title (print) 職稱 (印刷體)

Execution date 簽字日期

### Declaration by the Customer's signatories to this document

#### 客戶簽訂本協定之聲明

By signing this document, each authorized signatory, director or company secretary of the Customer represents and warrants that they have read this document, are a duly authorized representative of the Customer with full power and authority individually (in the case of a single signatory) or jointly (in the case of two signatories) to execute this document and bind the Customer to the terms of this document.

簽訂本協定即代表客戶方的授權簽字人，董事或公司秘書表示並保證已閱讀本協定，且可以單獨（如僅一人簽署）或共同（如兩人簽署）全權代表客戶方簽署本協定，並使本協定條款對客戶方產生約束力。

Executed by **Well Come Transportation Co., Ltd. (Customer)** by: 經以下**華康航空貨運承攬有限公司** (客戶) 的簽字人簽署:

its first or only authorized signatory/director: 第一或  
唯一授權的簽字代表 / 董事:

its second authorized signatory/director (if required):  
第二授權簽字代表 / 董事 (若有需要):

Signature 簽名

嚴偉民

Signature 簽名

Name (print) 姓名 (印刷體)

代表人

Name (print) 姓名 (印刷體)

Job title (print) 職稱 (印刷體)

Job title (print) 職稱 (印刷體)

Execution date 簽字日期

Execution date 簽字日期

## ANNEX I

### 附件 I

#### A. LIST OF PARTIES

##### 締約方

##### Data exporter

##### 資料輸出者

The data exporter is:

資料輸出者係：

The Customer as defined, which is an entity that wishes to obtain software solutions and related services from the data importer and the provision and receipt of such services may involve processing personal data relating to data subjects in the European Union. The data exporter is the data controller.

客戶，即希望從資料接收方獲得軟體解決方案和相關服務的實體，而在這些服務提供和接受過程中可能涉及處理與歐盟境內資料主體有關的個人資料。資料輸出方是資料控制者。

##### Data importer

##### 資料接收者

The data importer is:

資料接收者係：

WiseTech Taiwan as defined, a company that provides software solutions and related services to its customers. The data importer is the data processor.

WiseTech Taiwan 是一家為其客戶提供軟體解決方案和相關服務的公司。資料接收方是資料處理者。

#### B. DESCRIPTION OF TRANSFER

##### 關於傳輸

##### Data subjects

##### 資料當事人

The personal data transferred concern the following categories of data subjects (please specify):

傳送之個人資料涉及下列類型之資料當事人（請詳細說明）：

- Customers  
客戶
- Potential Customers  
潛在客戶
- Subscribers  
訂閱用戶
- Employees  
員工
- Suppliers  
供應商
- Authorised Agents  
授權代理商
- Contact Persons  
聯絡人
- Other: (Please specify) N/A  
其他：（請詳細說明）不適用

### Categories of data

#### 資料類型

The personal data transferred concern the following categories of data:

傳送之個人資料涉及下列類型之資料當事人（請詳細說明）：

- Personal Master Data (Key Personal Data)  
主要個人資料（重要個人資料）
- Contact Data  
聯絡資料
- Key Contract Data (Contractual/Legal Relationships, Contractual or Product Interest)  
重要聯絡資料（契約/法律關係，契約或產品利益）
- Customer History  
客戶歷史
- Contract Billing and Payments Data  
契約開票及付款資料
- Disclosed Information (from third parties, e.g. Credit Reference Agencies or from Public Directories.  
公開資訊（源於第三方，例如信用調查機構或從公共登記處）
- Other: (Please specify) N/A  
其他：（請詳細說明）不適用

### Frequency of the Transfer

#### 傳輸的頻率

Data is transferred on an ongoing and continuous basis.

資料是持續傳輸的。

### Nature and Purpose of the Processing operations

#### 處理活動的性質與目的

As set forth in the System Maintenance Agreement and the System Leasing Agreement between the parties, as well as any appendices thereto.

如雙方之間的《系統維護合約》和《系統租用合約》及其任何附錄所述。

### The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

#### 個人資料的保留期限，如果無法確定，則明確確定該期限所使用的標準

Unless an alternate period is required by applicable local law or regulation, upon the earlier of: 1) the scheduled tear down of the applicable database(s) as a result of termination of the Maintenance and License Agreement and the Product and Services Agreement; or 2) the data exporter providing written confirmation to the data importer that the data exporter(s) no longer requires the data to be retained.

除非適用的當地法律或法規要求一個替代期限，否則以下述較早者為準。1) 由於《維護和授權合約》以及《產品和服務協定》的終止而對適用的資料庫進行預定的拆除；或 2) 資料輸出方向資料接收方提供書面確認，資料輸出方不再需要保留資料。

**For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing**  
**對於傳輸給（次級）處理者，也要說明處理的主旨、性質和期限**

As set forth in the System Maintenance and License Agreement or the System Leasing Agreement between the parties, as well as any appendices thereto.

如雙方之間的《系統維護合約》和《系統租用合約》及其任何附錄所規定的。

### *C. COMPETENT SUPERVISORY AUTHORITY*

#### *主管監管機構*

Identify the competent supervisory authority/ies in accordance with Clause 13:

根據第 13 條確定的主管監管機構：

The Hamburg Commissioner for Data Protection and Freedom of Information

漢堡資料保護和資訊自由專員

## ANNEX II

### 附件 II

Technical and organisational measures including technical and organisation measures to ensure the security of the data.

技術和組織措施，包括確保資料安全的技術和組織措施。

**Description of the technical and organisational security measures implemented by the data importer:**  
**關於資料接收方實施的技術和組織安全措施：**

(a) **Confidentiality (Article 32 Paragraph 1 Point b GDPR)**  
**機密性 (GDPR第32條第1項第b款)**

- Physical Access Control  
物理存取控制

No unauthorised access to Data Processing Facilities, e.g.: magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video/CCTV Systems

未經授權不得訪問資料處理設備，例如：磁卡或晶片卡，鑰匙，電子開門器，設施安全服務及/或入口保全人員，警報系統，視頻/閉路電視系統

- Electronic Access Control  
電子存取控制

No unauthorised use of the Data Processing and Data Storage Systems, e.g.: (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media

未經授權不得使用資料處理及資料儲存系統，例如：（安全）密碼，自動阻斷/鎖定機制，雙重認證，資料載體/儲存媒介之加密

- Internal Access Control (permissions for user rights of access to and amendment of data)  
內部存取控制（准許使用者存取及修改資料之權利）

No unauthorised Reading, Copying, Changes or Deletions of Data within the system, e.g. rights authorisation concept, need-based rights of access, logging of system access events

未經授權不得於系統內讀取，複製，變更或刪除資料，例如：授權概念，以需求為基礎之存取權限，系統存取事件之軌跡紀錄

- Isolation Control  
隔離控制

The isolated Processing of Data, which is collected for differing purposes, e.g. multiple Client support, sandboxing;

將蒐集目的不同之資料處理行為予以隔離，例如：多個客戶端支持，沙箱；

- Pseudonymisation (Article 32 Paragraph 1 Point a GDPR; Article 25 Paragraph 1 GDPR)  
假名化 (GDPR第32條第1項第a款；GDPR第25條第1項)

The processing of personal data in such a method/way, that the data cannot be associated with a specific Data Subject without the assistance of additional Information, provided that this additional information is stored separately, and is subject to appropriate technical and organisational measures.

以此種方法/方式處理個人資料，即並無附加資訊之輔助下，資料無法與特定資料當事人相連結，但前提為該等附加資訊係單獨儲存，並實施適當之技術上及組織上措施。

(b) **Integrity (Article 32 Paragraph 1 Point b GDPR)**  
**機密性 (GDPR第32條第1項第b款)**

- Data Transfer Control  
資料傳送控制

No unauthorised Reading, Copying, Changes or Deletions of Data with electronic transfer or transport, e.g.: Encryption, Virtual Private Networks (VPN), electronic signature; and 未經授權不得使用電子傳送或傳輸方式讀取，複製，變更或刪除資料，例如：加密，虛擬私人網路（VPN），電子簽章；及；

- Data Entry Control  
資料登錄控制

Verification, whether and by whom personal data is entered into a Data Processing System, is changed or deleted, e.g.: Logging, Document Management.

檢核，無論是否將個人資料輸入至資料處理系統及由何人所輸入，或被變更或刪除，例如：軌跡紀錄，文件管理。

**(c) Availability and Resilience (Article 32 Paragraph 1 Point b GDPR)**  
**可用性與回復力 (GDPR第32條第1項第b款)**

- Availability Control  
可用性控制

Prevention of accidental or wilful destruction or loss, e.g.: Backup Strategy (online/offline; on-site/off-site), Uninterruptible Power Supply (UPS), virus protection, firewall, reporting procedures and contingency planning; and

防止意外或故意毀壞或遺失，例如：備份策略（線上/離線;現場/非現場），不斷電供應系統（UPS），病毒防護，防火牆，通報程式及應急計畫；及

- Rapid Recovery (Article 32 Paragraph 1 Point c GDPR) (Article 32 Paragraph 1 Point c GDPR). 快速迅速恢復（GDPR第32條第1項第c款）（GDPR第32條第1項第c點）。

**(d) Procedures for regular testing, assessment and evaluation (Article 32 Paragraph 1 Point d GDPR; Article 25 Paragraph 1 GDPR)**  
**定期測試，評估及評分之程式 (GDPR第32條第1項第d款；GDPR第25條第1項)**

- Data Protection Management;  
資料保護管理

- Incident Response Management;  
事件應變管理

- Data Protection by Design and Default (Article 25 Paragraph 2 GDPR); and  
設計與預設之資料保護（GDPR第25條第2項）；及

- Order or Contract Control.  
訂單或聯絡控制

- No third party data processing as per Article 28 GDPR without corresponding instructions from the Client, e.g.: clear and unambiguous contractual arrangements, formalised Order Management, strict controls on the selection of the Service Provider, duty of pre-evaluation, supervisory follow-up checks.

未經客戶指示，不得依GDPR第28條進行協力廠商資料處理行為，例如：清楚且明確之契約約定，正式訂單管理，嚴格控管服務提供者之選擇，預為評估之責任，後續監督檢查。

**(e) Security measures**  
**安全措施**

- Data importer/sub-processor has implemented and shall maintain a security program in accordance with industry standards.  
資料輸入者/次資料處理者依造業界標準已執行並應繼續維護安全計畫。

- More specifically, data importer/sub-processor's security program shall include:  
具體言之，資料輸入者/次資料處理者之安全計畫應包括：

### Access Control of Processing Areas

#### 處理區域之存取控管

Data importer/sub-processor implements suitable measures in order to prevent unauthorised persons from gaining access to the data processing equipment (namely telephones, database and application servers and related hardware) where the personal data are processed or used, including:

資料輸入者/次資料處理者應執行適當措施，以防免未經授權人員存取處理或使用個人資料之資料處理設備（亦即電話，資料庫，應用程式伺服器及相關硬體），該等措施包括：

- Establishing security areas;  
建立安全區域；
- Protection and restriction of access paths;  
保護或限制存取路徑；
- Establishing access authorisations for employees and third parties, including the respective documentation;  
針對員工或協力廠商建立存取授權機制，包括各別檔檔案；
- All access to the data centre where personal data are hosted is logged, monitored, and tracked; and  
所有對儲存個人資料之資料中心之存取皆有記錄，監控及追蹤；及
- The data centre where personal data are hosted is secured by a security alarm system, and other appropriate security measures.  
儲存個人資料之資料中心受到保全警報系統及其他適當安全措施之保護。

### Access Control to Data Processing Systems

#### 資料處理系統之存取控管

Data importer/sub-processor implements suitable measures to prevent their data processing systems from being used by unauthorised persons, including:

資料輸入者/次資料處理者應執行適當措施，以防免其資料處理系統遭未經授權人員所使用，包括：

- Use of adequate encryption technologies;  
使用適當之加密技術；
- Identification of the terminal and/or the terminal user to the data importer/sub-processor and processing systems;  
識別接近資料輸入者/次資料處理者及處理系統之終端設備及/或終端設備使用者；
- Automatic temporary lock-out of user terminal if left idle, identification and password required to reopen;  
使用者終端設備閒置時自動暫時鎖定登出，需識別帳號及密碼才能重啟；
- Automatic temporary lock-out of the user ID when several erroneous passwords are entered, log file of events, monitoring of break-in-attempts (alerts); and  
輸入密碼錯誤若干次後，自動暫時鎖定登出該使用者帳號，事件軌跡檔案，監控入侵企圖（警報）；及
- All access to data content is logged, monitored, and tracked.  
所有存取資料內容皆有記錄，監控及追蹤。

### Access Control to Use Specific Areas of Data Processing Systems

#### 使用資料處理系統特定區域之存取控管

Data importer/sub-processor commits that the persons entitled to use their data processing system are only able to access the data within the scope and to the extent covered by their respective access permission (authorisation) and that personal data cannot be read, copied or modified or removed without authorisation. This shall be accomplished by various measures

including:

資料輸入者/次資料處理者應承諾有權使用其資料處理系統者僅得於各自被允許（授權）存取之範圍內存取資料，且個人資料未經授權不得讀取，複製，更改或移除。該承諾應以各該措施達成，包括：

- Employee policies and training in respect of each employee's access rights to the personal data;  
個別員工存取個人資料權限之員工守則及教育訓練；
- Monitoring capability in respect of individuals who delete, add or modify the personal data;  
監控人員刪除，增加，更改個人資料之能力；
- Release of data only to authorised persons, including allocation of differentiated access rights and roles; and  
僅對經授權人員釋出資料，包括指配差異化之存取權限及角色；及
- Use of adequate encryption technologies; and control of files, controlled and documented destruction of data.  
使用適當之加密技術；及檔案控管，資料銷毀之控管與文件紀錄。

### Availability Control

#### 可用性控管

Data importer/sub-processor implements suitable measures to ensure that personal data are protected from accidental destruction or loss, including:

資料輸入者/次資料處理者應執行適當措施，以確保個人資料受到保護並免於意外毀損或遺失，包括：

- Infrastructure redundancy; and  
基礎設施之備援；及
- Backup is stored at an alternative site and available for restore in case of failure of the primary system.  
備份資料進行異地儲存，並於主要系統故障時可用於回復。

### Transmission Control

#### 傳輸控管

Data importer/sub-processor implements suitable measures to prevent the personal data from being read, copied, altered or deleted by unauthorised parties during the transmission thereof or during the transport of the data media. This is accomplished by various measures including:

資料輸入者/次資料處理者應執行適當措施，以防免個人資料於傳輸過程中或資料媒介於運送過程中，遭未經授權人員讀取，複製，變更或刪除。該目標應以各該措施達成，包括：

- Use of adequate firewall, VPN and encryption technologies to protect the gateways and pipelines through which the data travels; and  
使用適當之防火牆，VPN，加密技術，藉此保護資料傳遞之閘道及路線；及
- As far as possible, all data transmissions are logged, monitored and tracked.  
盡可能地記錄，監控及追蹤所有資料傳輸。

### Input Control

#### 輸入控管

Data importer/sub-processor implements suitable input control measures, including:

資料輸入者/次資料處理者應執行適當輸入控管措施，包括：

- An authorisation policy for the input, reading, alteration and deletion of data;  
針對資料之輸入，讀取，變更及刪除訂定授權政策；
- Authentication of the authorised personnel;  
對經授權人員進行身分驗證；



- Protective measures for the data input into memory, as well as for the reading, alteration and deletion of stored data;  
資料輸入至記憶體，以及讀取，變更及刪除所存資料之防護措施；
- Utilisation of unique authentication credentials or codes (passwords);  
使用特有之身分驗證憑證或代碼（密碼）；
- Providing that entries to data processing facilities (the rooms housing the computer hardware and related equipment) are kept locked;  
資料處理設施（存放電腦硬體及相關設備之房間）入口應隨時上鎖；
- Automatic log-off of user sessions that have not been used for a substantial period of time;  
閒置相當時間後，使用者將自動登出；
- Proof established within data importer/sub-processor's organization of the input authorisation; and  
資料輸入者/次資料處理者組織內之輸入授權應有明確證明；及
- Electronic recording of entries.  
輸入資料時有電磁紀錄。

### **Separation of Processing for different Purposes**

#### **隔離不同目的之處理**

Data importer/sub-processor implements suitable measures to ensure that data collected for different purposes can be processed separately, including:

資料輸入者/次資料處理者應執行適當措施，確保基於不同目的蒐集之資料能夠分開處理，包括：

- Access to data is separated through application security for the appropriate users;  
資料存取應透過適用於個別使用者之程式安全措施加以區隔；
- Modules within the data importer/sub-processor's data base separate which data is used for which purpose, i.e. by functionality and function;  
以資料輸入者/次資料處理者資料庫內之模組，區隔各別資料之目的，亦即利用功能性及功能加以區隔；
- At the database level, data is stored in separate databases for each customer with credentials that only access individual databases; and  
於資料庫層級，將不同客戶資料儲存在不同資料庫中，且各別憑證僅能存取單一資料庫；及
- Interfaces, batch processes and reports are designed for only specific purposes and functions, so data collected for specific purposes is processed separately.  
介面，批次處理及報告皆基於特定目的及功能進行設計，因此，基於特定目的蒐集之資料得以分開處理。

### **Documentation**

#### **文件紀錄**

Data importer/sub-processor will keep documentation of technical and organizational measures in case of audits and for the conservation of evidence. Data importer/sub-processor shall take reasonable steps to ensure that persons employed by it, and other persons at the place of work concerned, are aware of and comply with the technical and organizational measures set forth in this Appendix 2.

資料輸入者/次資料處理者應留存技術上及組織上措施之檔紀錄，俾供稽核及證據保存。資料輸入者/次資料處理者應採取合理作為，確保其所聘僱人員及相關工作場所其他人員皆對於本附錄二所列技術上及組織上措施有所認知並遵循之。

## Monitoring

### 監控

Data importer/sub-processor shall implement suitable measures to monitor access restrictions to data importer/sub-processor's system administrators and to ensure that they act in accordance with instructions received. This is accomplished by various measures including: 資料輸入者/次資料處理者應執行適當措施，監控資料輸入者/次資料處理者系統管理員之存取限制，並確保系統管理依照所受指示行動。該目標應以各該措施達成，包括：該目標應以各該措施達成，包括：

- Individual appointment of system administrators;  
個別指派不同的系統管理員；
- Adoption of suitable measures to register system administrators' access logs to the infrastructure and keep them secure, accurate and unmodified for at least six months;  
採取適當措施記錄系統管理員存取基礎設施之軌跡，並確保該等紀錄之安全，正確，未經更改至少六個月時間；
- Yearly audits of system administrators' activity to assess compliance with assigned tasks, the instructions received by the data importer/sub-processor and applicable laws;  
每年稽查系統管理員之活動，以評估系統管理員是否遵循所指派之工作，自資料輸入者/次資料處理者處所受之指示及所適用之法律；及；
- Keeping an updated list with system administrators' identification details (e.g. name, surname, function or organizational area) and tasks assigned and providing it promptly to data exporter upon request.  
持續更新系統管理員之帳號細節名單（例如姓名，別名，功能或組織區域等），以及所指派之工作，並於資料輸出者要求時，即時提供之。

## ANNEX III

### 附件 III

#### List of Sub-Processors

#### 次級資料處理商清單

The controller has authorised the use of the following sub-processors:

控制者授權使用以下次級資料處理商：

- WiseTech Global Limited and all affiliates  
WiseTech Global Limited 及其所有附屬機構
- Microsoft Inc. and affiliates  
Microsoft Inc. 及其附屬機構
- Cisco Systems Inc. and affiliates  
Cisco Systems Inc. 及其附屬機構
- Tenable Inc. and affiliates  
Tenable Inc. 及其附屬機構
- Click Studios (SA) Pty Ltd and affiliates  
Click Studios (SA) Pty Ltd 及其附屬機構

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):

對處理過程的描述（包括在授權了若干次級資料處理商的情況下對責任的明確劃分）：

Processing on behalf of WTG in accordance with the MLA and prevailing privacy and data protection laws and regulation.

根據 MLA 和現行隱私和資料保護法律法規代表 WTG 進行處理。

## ANNEX IV

### 附件 IV

#### TAIWAN DATA PROCESSING REQUIREMENTS

##### 台灣資料處理規範

This annexure applies to Customers who are domiciled in Taiwan or who are not domiciled in Taiwan but make use of automatic or non-automatic means in Taiwan to process Personal Data. In terms of the System Maintenance Agreement or System Leasing Agreement, the Customer (as the Data Exporter) may be required to transfer Personal Data to WTG entities (as the Data Importer), which entities may be situated outside of Taiwan in order to, amongst other things, carry out the services in terms of the MLA or PSA.

本附件適用所在地位於台灣的客戶，或所在地不在台灣但以自動化或非自動化方式在台灣進行個人資料處理的客戶。就 MLA 及 PSA 而言，客戶（作為資料輸出者）可能必須將個人資料傳輸予位於台灣境外的 WTG 集團公司（作為資料輸入者），俾以履行系統維護合約或系統租用合約服務並辦理相關事宜。

In order to ensure adequate safeguards for the cross-border transfer of the Personal Data in accordance with the provisions of the PDPA, the Parties agree that the Customer shall be entitled to transfer Personal Data to WiseTech Taiwan, and WiseTech Taiwan shall be entitled to receive and Process the Personal Data, subject to the terms and conditions set out in this annexure as read together with the DPA.

為依照個資法規定確保個人資料之跨境傳輸受到適當保護，雙方當事人同意客戶有權將個人資料傳輸予台灣慧諮，而台灣慧諮有權收受及處理個人資料，惟必須遵守本附件所載之條款及條件，且此等條款與條件應與 DPA 本文條款併同解讀。

#### 1. DEFINITIONS

##### 定義

For the purposes of this Annexure, the following words will have the following meanings and cognate expressions shall have corresponding meanings:

就本附件目的而言，以下定義用語應具有下列涵意，其同義詞亦應具有相應涵意：

- 1.1. "Commissioned Agency" has the same meaning as "commissioned agency" as defined in the PDPA being a person or entity collecting, Processing, and/or using personal data under the commission or on behalf of others;  
「受託者」定義同個資法所載，係指受他人委託或代表他人蒐集、處理及/或利用個人資料之個人或實體；
- 1.2. "Data Exporter" means the Customer who processes and transfers Personal Data to the Data Importer.  
「資料輸出者」係指處理及傳輸個人資料予資料輸入者的客戶；
- 1.3. "Data Importer" means the applicable WTG entity, who receives Personal Data from the Data Exporter for Processing in accordance with the terms of this Annexure;  
「資料輸入者」係指依據本附件條款自資料輸出者處收受並處理個人資料的WTG集團公司；
- 1.4. "Data Subject" has the same meaning as "data subject" as defined in the PDPA being a natural person whose Personal Data is collected, Processed or used;  
「個資當事人」之定義與個資法所載「當事人」之定義相同，係指其個人資料被蒐集、處理或利用的自然人；
- 1.5. "Non-government Agency" has the same meaning as "non-government agency" as defined in the PDPA being any natural person, juristic person or unincorporated association which is not a government agency;  
「非公務機關」之定義同個資法所載，係指任何非屬公務機關之自然人、法人或其他團體；
- 1.6. "PDPA" means the Taiwan Personal Data Protection Act, including any regulations, codes of conduct, directions, rulings or other interpretative instruments promulgated or made thereunder, as amended from time to time;  
「個資法」係指台灣個人資料保護法，包括依據該法所頒布或制定的任何法規、行為準則、指令、裁決或其

他解釋性文書（該等法令不定期修訂，以其最新版本為準）；

- 1.7. “Personal Data” has the meaning of “personal data” as defined in PDPA, being information relating to a natural person’s name, date of birth, national ID card number, passport number, appearance features, fingerprints, marital status, family background, educational background, occupation, contact information, financial status, social activities, and any other data that may be used to directly or indirectly identify a natural person. For the avoidance of doubt, “Personal Data” shall include “Special Category Personal Data”;  
「個人資料」之定義同個資法所載，係指自然人之姓名、出生年月日、國民身分證統一編號、護照號碼、特徵、指紋、婚姻、家庭、教育、職業、聯絡方式、財務情況、社會活動及其他得以直接或間接方式識別該個人之資料。為免疑義，「個人資料」應包括「特種個人資料」；
- 1.8. “Processing” or “Process” covers any operation or activity concerning Personal Data which falls within the meaning of “processing” or “use” as defined in the PDPA, including but not limited to, the collection, receipt, recording, organisation, collation, storage, updating, or modification, retrieval, retention, alteration, use, disclosure, access, transfer, distribution, linking, merging, degradation, erasure or destruction;  
「處理」係指任何與個人資料相關，且屬個資法定義之「處理」或「利用」範圍的作業或活動，包括但不限於蒐集、收受、記錄、組織、整理、儲存、更新、更正、檢索、保存、變更、使用、揭露、存取、傳輸、發布、連結、合併、去識別化、刪除或銷毀；及
- 1.9. “Special Category Personal Data” refers to Personal Data concerning medical history, medical treatments, genealogy, sex life, health-check results, and criminal records.  
「特種個人資料」係指有關病歷、醫療、基因、性生活、健康檢查、犯罪前科之個人資料。

## 2. OBLIGATIONS OF THE DATA EXPORTER AND DATA IMPORTER

資料輸出者及資料輸入者之義務

- 2.1. The Data Exporter and the Data Importer agree to comply with the provisions of the PDPA in respect of any transfer and subsequent Processing of the Personal Data, as may be applicable.  
資料輸出者及資料輸入者同意遵守個資法中關於傳輸及後續處理個人資料之規定（依情況適用）。
- 2.2. The Data Exporter and Data Importer are required to comply with all the provisions and obligations as set out in the DPA, as read with the relevant provisions of the PDPA. For the avoidance of doubt, this will include the provisions and obligations that make express reference to certain articles of the GDPR. 資料輸出者及資料輸入者必須遵守DPA所載之一切條款及義務，且該等條款及義務應與個資法中相關條款併同解讀。為免疑義，該等條款及義務包含明文援引GDPR特定條文之條款及義務。
- 2.3. In complying with these obligations, the following terms in this Annexure shall have the following meanings in the DPA:  
於履行該等義務時，本附件下列定義用語應具有下列DPA定義用語之涵意：
  - 2.3.1. “Personal Data” shall replace and substitute the term “personal information”;  
「個人資料」應取代及替代「個人資訊」一詞；
  - 2.3.2. “Special Category Personal Data” shall replace and substitute the term “sensitive data”;  
「特種個人資料」應取代及替代「敏感性資料」一詞；
  - 2.3.3. “Data subject” shall have the meaning as set out in this Annexure;  
「個資當事人」應具有本附件所載涵意；
  - 2.3.4. “Non-government Agency” shall replace and substitute the term “controller”;  
「非公務機關」應取代及替代「控制者」一詞；
  - 2.3.5. “Commissioned Agency” shall replace and substitute the term “processor”; and  
「受託者」應取代及替代「處理者」一詞；及
  - 2.3.6. “Processing” or “Process” shall have the meaning as set out in this Annexure.  
「處理」應具有本附件所載涵意。

### 3. GOVERNING LAW AND JURISDICTION

#### 準據法及管轄權

3.1. This Annexure read together with the DPA shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan).

本附件應與DPA併同解讀，以中華民國（台灣）法律為準據法並依其解釋。

3.2. Any dispute arising from this Annexure read together with the DPA shall be resolved by the courts in Taiwan and the Parties agree to submit themselves to the jurisdiction of the Taiwan Taipei District Court.

因本附件（與DPA併同解讀）發生之一切爭議，均應由台灣法院解決，雙方當事人合意以臺灣臺北地方法院為管轄法院。