

WiseTech Global Data Processing Addendum

慧咨环球数据处理附录

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INTRODUCTION

引言

This Data Processing Addendum and its schedules (**DPA**) form part of the agreement between WTG and the relevant counterparty for the delivery of services by WTG (**Services, Agreement**). This DPA reflects the Parties' agreement for the Processing of Personal Data and WTG's commitment to secure Personal Data Processing.

本数据处理附录及其附表（“**DPA**”）是 WTG 与相关合作方就 WTG 提供服务所签订协议的一部分（“**服务**”或“**协议**”）。本 DPA 规定了双方关于个人数据处理的协议内容，并体现了 WTG 对个人数据安全处理的承诺。

TERMS

条款

1 ACCEPTANCE

接受

- 1.1 This DPA is pre-signed by WTG and is effective on the date it is accepted by Controller (**Effective Date**). Controller accepts this DPA in its own name and on behalf of its Authorised Affiliates by:

本 DPA 由 WTG 预先签署，自控制者接受之日起生效（“**生效日**”）。控制者代表自身及其授权关联方通过以下方式接受本 DPA：

- (a) signing and accepting the Agreement in which this DPA is incorporated;
签署并接受包含本 DPA 的协议；
- (b) signing this DPA;
签署本 DPA；
- (c) acceptance of this DPA in a 'click-to-accept' process, such as when creating an organisation account on eRequest; or
在“点击接受”过程中接受本 DPA，例如在技术支持请求平台上创建往来单位账户；或
- (d) continuing to use the Services for ten days after receiving notice from WTG that the DPA applies to the Processing of Controller's Personal Data and that Controller has the option of not accepting the DPA by terminating the Agreement.
在收到 WTG 通知后继续使用服务十天，通知中已说明 DPA 适用于控制者个人数据的处理，并且控制者有权通过终止协议来拒绝接受 DPA。

- 1.2 Controller agrees to:

控制者同意：

- (a) complete and sign the section 'data exporter' in section 1 of Schedule 1; and
填写并签署附表 1 第 1 节中“数据输出方”部分；以及
- (b) return the completed and signed section 1 of Schedule 1 to WTG by email to licensemanagement@wisetechglobal.com within ten days after acceptance under section 1.1.
根据第 1.1 条接受后的十日内，将填写完整并签署的附表 1 第 1 节通过电子邮件发送至 licensemanagement@wisetechglobal.com。

2 SCOPE OF APPLICATION

适用范围

- 2.1 This DPA is an addendum to and forms part of the Agreement if:

本 DPA 是协议的补充协议，构成协议的一部分，若：

- (a) the entity accepting this DPA as Controller is party to the Agreement; and
作为控制者接受本 DPA 的实体是协议的一方；以及
- (b) WTG is a Processor for Controller in relation to the Services provided under the Agreement.
WTG 是协议项下服务对应的控制者的数据处理者。

- 2.2 This DPA is not valid or binding if purportedly accepted or signed by an entity that does not have a direct contractual relationship with WTG through being a party to the Agreement.
若某实体未通过与 WTG 签订协议建立直接的合同关系，则该实体对本 DPA 的接受或签署无效且不产生约束力。

3 DEFINITIONS

定义

- 3.1 In this DPA:
在本 DPA 中：

Affiliate means any entity controlling, controlled by, or under common control of the subject entity. For the purposes of this definition, 'control' (including in phrases such as 'controlled by' and 'under common control with'), means the possession, directly or indirectly, of the power to direct or exercise a controlling influence on the management or policies of that entity, whether through the ownership of voting securities, by contract or otherwise.

关联方是指任何标的实体控制、受其控制或受其共同控制的实体。就本定义而言，“控制”（包括“受控制”和“共同控制”等）是指直接或间接拥有权力，通过拥有有表决权的证券、合同或其他方式，对该实体的管理或政策进行指导或施加控制性影响。

Authorised Affiliate means any of Controller's Affiliates which:

授权关联方是指控制者的任何关联方，这些关联方：

- (a) are subject to Data Protection Laws requiring entry into a data processing agreement; and
受数据保护法约束，需要签订数据处理协议；以及
- (b) are permitted to use Services under the Agreement.
获准根据协议使用服务。

Controller means the non-WTG entity party to the Agreement and includes its Authorised Affiliates (unless otherwise stated). The term 'Controller' is also used when a non-WTG entity party to the Agreement or any of its Authorised Affiliates is acting as a processor under Data Protection laws (in which case WTG acts as subprocessor).

控制者指协议的非 WTG 方，包括其授权关联方（除非另有说明）。当协议的非 WTG 方或其任何授权关联方根据数据保护法作为处理者行事时（在这种情况下，WTG 作为次级处理商行事），也使用“控制者”一词。

Data Protection Laws means all laws and regulations, including all international, national, state and local laws and regulations, including for example those of the EEA and its member states, Switzerland, the UK, Australia, and U.S. laws, including but not limited to the CCPA, and other U.S. and state laws, applicable to the Processing of Personal Data under the DPA.

数据保护法是指适用于根据 DPA 处理个人数据的所有法律和法规，包括所有国际、国家、州和地方法律和法规，例如包括欧洲经济区及其成员国、瑞士、英国、澳大利亚和美国的法律，包括但不限于 CCPA 以及其他美国联邦和州法律。

Data Subject means the identified or identifiable person to whom Personal Data relates.

数据主体是指与个人数据有关的已识别或可识别的人。

Data Subject Request means any request from a Data Subject to exercise its rights under Data Protection Laws, including a Data Subject's right of access, right to rectification, restriction of Processing, erasure ('right to be forgotten'), data portability, object to the Processing, or its right not to be subject to an automated individual decision making.

数据主体请求是指数据主体为行使其在数据保护法下的权利而提出的任何请求，包括数据主体的访问权、更正权、限制处理权、删除权（又称“被遗忘权”）、数据可携性、反对处理权或不服从个人自动决策的权利。

EEA means the European Economic Area.

EEA 指欧洲经济区。

EU means the European Union.

EU 指欧盟。

EU SCCs means Standard Contractual Clauses for the transfer of Personal Data to third countries under Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eurlex.europa.eu/eli/dec_impl/2021/914/oj.

欧盟 SCCs 是指根据 2021 年 6 月 4 日欧盟委员会实施决定 (EU) 2021/914 批准的欧洲议会和理事会条例 (EU) 2016/679 向第三国传输个人数据的标准合同条款，目前载于 https://eurlex.europa.eu/eli/dec_impl/2021/914/oj。

eRequest is WTG's customer support ticketing system.

eRequest 是 WTG 的客户支持票务系统。

GDPR means the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

GDPR 指欧洲议会和欧盟理事会 2016 年 4 月 27 日颁布的关于在个人数据处理者面保护自然人以及关于此类数据自由流动并废除第 95/46/EC 号指令（《通用数据保护条例》）的第 2016/679 号欧盟条例。

ICO UK Addendum means the template Addendum B.1.O issued by the Information Commissioner of the UK and laid before the UK Parliament in accordance with s119A of the UK Data Protection Act 2018 on 2 February 2022, as it is revised from time to time under section 18 of its mandatory clauses.

ICO UK Addendum 指英国信息专员发布的模板 Addendum B.1.O，该模板于 2022 年 2 月 2 日根据《2018 年英国数据保护法》第 119A 条提交英国议会，并根据其强制性条款第 18 条不时进行修订。

Information Security Documentation means the documentation available at the WTG information security website available at <https://wisetechglobal.com/what-we-do/information-security/>.

信息安全文件指 WTG 信息安全网站 <https://wisetechglobal.com/what-we-do/information-security/> 上提供的文件。

Party means each of Controller and WTG, and 'Parties' means Controller and WTG collectively. 一方指控制者或 WTG 中任一方，“双方”是对控制者和 WTG 的合称。

Personal Data means any information relating to an identified or identifiable natural person, and that is (part of) the data defined in the Agreement as 'Customer Data', 'Your Data' or with a comparable term, provided that this data is electronic data and information submitted by or for Controller to the Services.

个人数据是指与已识别或可识别的自然人有关的任何信息，并且是协议中定义为“客户数据”、“您的数据”或类似术语的数据（部分），前提是该数据是由控制者提交或为控制者服务而提交的电子数据和信息。

Privacy Documentation means the WTG Privacy help centre available at <https://wisetechglobal.com/legal/privacy-help-center/>.

隐私文件指 WTG 隐私帮助中心，网址为 <https://wisetechglobal.com/legal/privacy-help-center/>。

Processing or **Process** means any operation or set of operations which is performed on the Personal Data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

正在处理或处理指对个人数据进行的任何操作或一系列操作，无论是否采用自动化手段，包括收集、记录、组织、构建、存储、改编或更改、检索、咨询、使用、通过传输、传播或以其他方式提供而披露、排列或组合、限制、删除或销毁。

Processor means the entity that Processes Personal Data on behalf of the Controller.
处理者指代表控制者处理个人数据的实体。

Subprocessor means any processor engaged by WTG or a member of the WTG Group and any further processors engaged by those processors.

次级处理商是指 WTG 或 WTG 集团成员聘用的任何处理者以及这些处理者聘用的任何其他处理者。

TOMs means the technical and organisational measures for the relevant Service whose description is available on the [Privacy Documentation](#) website.

TOMs 指相关服务的技术和组织措施，其说明可在隐私文件的网站上查阅。

WTG means the WTG entity which is a party to the Agreement.

WTG 指作为协议一方的 WTG 实体。

WTG Group means WTG and its Affiliates engaged in the Processing of Personal Data.

WTG 集团指从事个人数据处理的 WTG 及其关联方。

4 DESCRIPTION OF PROCESSING

处理说明

Details of Processing operations, including categories of Personal Data and the purposes of Processing, are in Schedule 1.

处理操作的详情，包括个人数据的类别和处理目的，见附表 1。

5 PROCESSING ON CONTROLLER'S INSTRUCTIONS

根据控制者的指示进行处理

- 5.1 Controller and WTG agree that Controller is the controller of Personal Data (or similar concept) under Data Protection Laws and WTG is the processor of that data (or similar concept) under Data Protection Laws, except when Controller acts as a processor of Personal Data, in which case WTG is a subprocessor (or similar concept) under Data Protection Laws. In the latter case Controller warrants to WTG that Controller's instructions, including appointment of WTG as a subprocessor, are authorised by the relevant controller (on whose behalf Controller is acting as a processor).

控制者和 WTG 同意，根据数据保护法，控制者是个人数据（或类似概念）的控制者，而根据数据保护法，WTG 是该数据（或类似概念）的处理者，除非控制者为个人数据的处理者，在此情况下，根据数据保护法，WTG 是次级处理商（或类似概念）。在后一种情况下，控制者向 WTG 保证，控制者的指示，包括指定 WTG 为次级处理商，均已获得相关控制者（控制者作为处理者代表该控制者行事）的授权。

- 5.2 WTG must Process Personal Data on behalf of and only in accordance with Controller's documented instructions for the following purposes:

WTG 必须代表控制者且仅根据控制者的书面指示出于以下目的处理个人数据：

- (a) Processing in accordance with the Agreement;
根据协议进行处理；
- (b) Processing initiated by users in their use of the Services, which is consistent with the terms of the Agreement; and
用户在使用服务时发起的符合协议条款的处理；以及
- (c) Processing to comply with other documented reasonable instructions provided by Controller (e.g., via email).
为遵守控制者提供的其他合理的书面指示（例如通过电子邮件）而进行的处理。

- 5.3 If required by applicable law, WTG will also Process Personal Data without documented instructions from Controller. In such a case, WTG must inform Controller of the legal requirement before Processing, unless the law prohibits this (where the GDPR or UK GDPR applies: on important grounds of public interest).

如果适用法律要求，WTG 还将在没有控制者的书面指示的情况下处理个人数据。在这种情况下，

WTG 必须在处理之前将法律要求告知控制者，除非法律禁止这样做（在适用 GDPR 或 UK GDPR 的情况下：基于公共利益的重要理由）。

- 5.4 WTG must inform Controller if, in WTG's opinion, instructions given by Controller may infringe the GDPR. In this event, or in the event WTG forms the view that any instructions from the Controller may infringe any other Data Protection Laws, WTG has the right to suspend the execution of the corresponding instruction until it has been confirmed or changed by the Controller after review. To this end, the Controller agrees to provide all reasonable assistance and assurances to WTG of the lawfulness of instructions.

如果 WTG 认为控制者发出的指令可能违反 GDPR，WTG 必须通知控制者。在此情况下，或在 WTG 认为控制者的任何指令可能违反任何其他数据保护法的情况下，WTG 有权暂停执行相应指令，直至控制者审查后确认或更改该指令。为此，控制者同意就指令的合法性向 WTG 提供一切合理的协助和保证。

6 PROCESSING FOR WTG'S OWN PURPOSES 出于 WTG 自身目的的处理

- 6.1 Controller authorises WTG to Process Personal Data for WTG's own purposes of general product research and development, including creating new products, services, or components not specific to a given service or customer (together, **Product Development**), provided the output of this Processing does not identify Controller or its users, or any other natural persons, or otherwise reveal confidential information of Controller (**Product Development Processing**). 控制者授权 WTG 出于 WTG 自身的一般产品研究和开发目的处理个人数据，包括开发新的产品、服务或非特定服务或客户专用的组件（统称为“**产品开发**”），前提是此处理的结果不会识别控制者或其用户或任何其他自然人，或以其他方式泄露控制者的机密信息（“**产品开发处理**”）。

- 6.2 For Product Development Processing, WTG will apply principles of data minimisation and must not use or otherwise process Personal Data for:

为产品开发处理，WTG 将采用数据最小化原则，不得将个人数据用于或以其他方式处理个人数据为了：

- (a) user profiling;
用户特征描述；
- (b) advertising or similar commercial purposes, or
广告或类似商业目的，或
- (c) any other purpose, other than for Product Development as set out in section 6.1.
除第 6.1 条规定的产品开发目的之外的任何其他目的。

7 CONTROLLER OBLIGATIONS 控制者义务

- 7.1 Controller must, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of WTG as Processor or Subprocessor.

控制者在使用服务时，必须根据数据保护法的要求处理个人数据，包括向数据主体提供关于使用 WTG 作为处理者或次级处理商的通知的任何适用要求。

- 7.2 Controller's instructions for the Processing of Personal Data must comply with Data Protection Laws. Controller is solely responsible for the accuracy, quality, and legality of Personal Data and the means by which Controller acquired Personal Data. Controller represents and warrants that its use of the Services does not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data to the extent applicable under Data Protection Laws.

控制者处理个人数据的指示必须符合数据保护法。控制者对个人数据的准确性、质量和合法性以及控制者获取个人数据的方式负全部责任。控制者声明并保证，其对服务的使用不侵犯任何数据主体的权利，包括在数据保护法规定的适用范围内选择不出售或以其他方式披露个人数据的数据主体的权利。

- 7.3 Unless expressly agreed with WTG for a particular Service, Controller must not, in its use of the Services, Process any Personal Data defined as special categories of personal data or sensitive personal data (or similar concept) under Data Protection Laws (including personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, health data, data concerning a natural person's sex life or sexual orientation).
- 除非与 WTG 就特定服务达成明确约定，否则控制者在使用服务时不得处理根据数据保护法被定义为特殊类别个人数据或敏感个人数据（或类似概念）的任何个人数据（包括揭示种族或民族血统、政治观点、宗教或哲学信仰、工会会员身份的个人数据、基因数据、用于唯一识别自然人身份的生物识别数据、健康数据、与自然人的性生活或性取向有关的数据）。

8 DATA SUBJECT RIGHTS

数据主体权利

- 8.1 To the extent legally permitted, WTG must promptly notify Controller of any Data Subject Request WTG receives relating to Controller's Personal Data.
在法律允许的范围内，WTG 必须及时通知控制者其收到的与控制者个人数据有关的数据主体请求。
- 8.2 WTG must not respond substantively to a Data Subject Request itself, unless authorised to do so in writing (with email sufficient) by Controller.
WTG 不得对数据主体请求作出实质性回应，除非得到控制者的书面授权（电子邮件即可）。
- 8.3 Considering the nature of the Processing, WTG must assist Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of Controller's obligation to respond to a Data Subject Request under Data Protection Laws.
考虑到处理的性质，WTG 必须尽可能地通过适当的技术和有组织的措施协助控制者履行控制者根据数据保护法回应数据主体请求的义务。
- 8.4 To the extent that Controller in its use of the Services does not have the ability to address a Data Subject Request, then on Controller's request, WTG must provide commercially reasonable efforts to assist Controller in responding to the Data Subject Request. This obligation applies only if WTG is legally permitted to do so and the response to the Data Subject Request is required under Data Protection Laws. Unless prohibited by applicable law, Controller must reimburse WTG's costs (including internal costs) in connection with this assistance.
如果控制者在使用服务时没有能力处理数据主体请求，则在控制者的请求下，WTG 必须做出商业上合理的努力，协助控制者回应数据主体请求。此义务仅在 WTG 在法律上被准许且对数据主体请求的回应是根据数据保护法所要求的情况下适用。除非适用法律禁止，否则控制者必须偿还 WTG 与此协助相关的费用（包括内部费用）。

9 SECURITY

安全

- 9.1 WTG has implemented the TOMs for the relevant Service to ensure the security of the Personal Data. This includes protecting the Personal Data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (**Personal Data Breach**). In assessing the appropriate level of security, the Parties must take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
WTG 已对相关服务实施 TOMs，以确保个人数据的安全。这包括保护个人数据免遭安全漏洞导致的意外或非法破坏、丢失、更改、未经授权的披露或访问（“**个人数据泄露**”）。在评估合适的安全级别时，双方必须适当考虑技术水平、实施成本、处理的性质、范围、背景和目的以及对数据主体涉及的风险。
- 9.2 WTG monitors compliance with the TOMs and can change the TOMs in its free discretion as long as the change does not materially decrease the overall security of the Services, and the security level required under Data Protection Laws is maintained. WTG will publish any material updates to the TOMs for the relevant Service via update notes in the usual course and will have a mechanism for the Controller to subscribe to relevant updates.

WTG 负责监督 TOMs 的遵守情况，并且，只要该更改不会严重降低服务的整体安全性，并能维持数据保护法所要求的安全级别，WTG 可自行决定更改 TOMs。WTG 将按惯例通过更新说明发布对相关服务的 TOMs 的任何实质性更新，并将为控制者提供订阅相关更新的机制。

- 9.3 WTG must ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
WTG 必须确保其处理个人数据的员工知悉个人数据的保密性，并已接受有关其责任的适当的培训，以及已作出保密承诺或承担适当的法定保密义务。

10 CERTIFICATIONS, INFORMATION REQUESTS AND AUDITS 认证、信息要求和审计

- 10.1 WTG must maintain an audit program to help ensure compliance with the obligations in this DPA and must make available to Controller information to demonstrate compliance with the obligations in this DPA, as set out in this section 10.
WTG 必须维持一项审计计划，以帮助确保其遵守本 DPA 规定的义务，并必须向控制者提供信息，以证明其遵守本 DPA 第 10 节 规定的义务。
- 10.2 WTG has obtained the certifications and audit reports set out in the Information Security Documentation for the relevant Service.
WTG 已获得相关服务的信息安全文件中规定的认证和审计报告。
- 10.3 Subject to section 10.4, Controller may, during regular business hours without unreasonably interfering with WTG's business operations, and after a reasonable prior notice, personally audit WTG, or appoint a third-party auditor, who is subject to confidentiality obligations and not acting as a competitor of WTG, to carry out the audit at Controller's sole cost.
在遵守第 10.4 条规定的前提下，控制者可在不存在不合理干扰 WTG 业务运营的情况下，在合理的事先通知后，在正常营业时间内对 WTG 进行审计，或指定第三方审计员（该审计员须遵守保密义务且不为 WTG 的竞争对手）进行审计，审计费用由控制者承担。
- 10.4 The following requirements apply to audits under section 10.3:
以下要求适用于第 10.3 条规定的审计：
- (a) Controller agrees to audit WTG not more than once per year and only after a reasonable prior notice being not less than 30 days, unless the additional audit is required by a decision of a data protection supervisory authority or a court that is final and binding on Controller, or under Data Protection Laws following a Personal Data Breach at WTG concerning the Personal Data of Controller.
控制者同意每年对 WTG 的审计不超过一次，且应提前至少 30 天合理通知 WTG，除非数据保护监管机构或法院做出最终决定并对控制者具有约束力，或在 WTG 发生与控制者个人数据相关的个人数据泄露后根据数据保护法要求而进行额外审计。
 - (b) Before the initiation of any on-site audit, Controller and WTG must agree on the scope, timing, and duration of the audit. WTG must, upon request and within a reasonable time, provide Controller with relevant information to assist an audit of the Processing governed by this DPA.
在开始任何现场审计之前，控制者和 WTG 必须就审计的范围、时间和持续时间达成一致。WTG 必须应要求在合理时间内向控制者提供相关信息，以协助对本 DPA 规定的处理进行审计。
 - (c) On-site audits will be subject to such safety, workplace and security protocols as reasonably required by WTG to ensure the safety of Controller's and WTG's personnel, security of systems and confidentiality of WTG and WTG customer data.
现场审计将遵守 WTG 合理要求的安全、工作场所和安保规则，以确保控制者和 WTG 员工的安全、系统的安全以及 WTG 和 WTG 客户数据的保密性。
 - (d) In deciding on an audit, Controller must consider relevant certifications held or audit reports provided by WTG and as set out in the Information Security Documentation for

the relevant Service. If the requested audit scope is addressed in the certification or audit report issued by a qualified third party auditor within the prior twelve months and WTG provides the certification or report to Controller confirming there are no known material changes in the controls audited, then Controller agrees to accept the findings presented in the third party audit report instead of requesting an audit of the same controls covered by the certification or report.

在决定审计时，控制者必须考虑 WTG 持有的相关认证或提供的审计报告，以及相关服务的信息安全文件中的规定。如果要求的审计范围在有资质的第三方审计员在前十二个月内出具的认证或审计报告中有涉及，且 WTG 向控制者提供的认证或报告确认所审计的控制措施没有已知的重大变化，则控制者同意接受第三方审计报告中提出的审计结果，而不是要求对认证或报告中涉及的相同控制措施进行审计。

- (e) Controller must ensure that the results of the audit report are kept confidential, unless disclosure is required by a data protection supervisory authority, a court or under Data Protection Laws.

控制者必须确保对审计报告的结果保密，除非数据保护监管机构、法院或数据保护法要求披露。

- (f) Provided that WTG notifies Controller of the costs to be incurred either before the audit takes place or the information is provided, then WTG may charge Controller for the reasonable costs (including costs for internal staff and external contractors) incurred with respect to responding to information requests and assisting with audits.

如果 WTG 在审计进行之前或在提供信息之前通知控制者将产生的费用，则 WTG 可向控制者收取因回应信息请求和协助审计而产生的合理费用（包括内部员工和外部承包商的费用）。

11 DATA PROTECTION IMPACT ASSESSMENTS

数据保护影响评估

On request and at the expense of Controller, WTG must provide Controller with reasonable cooperation and assistance to carry out a data protection impact assessment or to consult a data protection supervisory authority in advance in connection with Controller's use of the Services, but only to the extent:

应控制者的要求且在控制者承担费用的情况下，WTG 必须向控制者提供合理的合作和协助，以进行数据保护影响评估，或就控制者使用服务的情况提前咨询数据保护监管机构，但仅限于以下范围：

- (a) necessary to comply with Controller's obligations under Data Protection Laws;
为遵守数据保护法规定的控制者义务所必需；
- (b) Controller does not otherwise have access to the relevant information (including as part of the Privacy Documentation provided by WTG); and
控制者无法以其他方式获取相关信息（包括作为 WTG 提供的隐私文件的一部分）；以及
- (c) WTG holds relevant information.
WTG 拥有相关信息。

12 INCIDENT MANAGEMENT AND NOTIFICATIONS

事故管理和通知

WTG must notify Controller without undue delay after becoming aware of a Personal Data Breach. Subject to the nature of the Processing, and the information available to WTG, the notification must include information relevant to reasonably assist Controller in ensuring compliance with Controller's own notification obligations under Data Protection Laws. To the extent it is not possible to provide all relevant information at the same time, WTG may provide the information in phases without further undue delay. Controller agrees to coordinate with WTG on the content of any intended public statements or required notices to affected Data Subjects or relevant authorities regarding the Personal Data Breach.

在 WTG 知道发生个人数据泄露后，必须及时通知控制者。根据处理的性质和 WTG 可获得的信息，通知必须包括能够合理协助控制者遵守数据保护法规定的控制者自身的通知义务的相关信息。在无法

同时提供所有相关信息的情况下，WTG 可毫不迟延地分阶段提供信息。控制者同意与 WTG 协调，向受影响的数据主体或相关部门提供有关个人数据泄露的任何预期公开声明或必要通知的内容。

13 SUBPROCESSORS

次级处理商

- 13.1 Controller consents to and generally authorises the engagement of Subprocessors by WTG or WTG Affiliates. A current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service – which may be updated by WTG from time to time – can be found on the Privacy Documentation website. WTG or a WTG Affiliate has entered into a written agreement with each Subprocessor containing, in substance, data protection obligations no less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by the Subprocessor.
控制者同意并一般授权 WTG 或 WTG 关联方聘用次级处理商。为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单（由 WTG 不时更新）可在隐私文件网站上找到。WTG 或 WTG 关联方已与每个次级处理商签订了书面协议，其中包含的数据保护义务实质上不低于本 DPA 中关于保护个人数据的规定，但以适用于次级处理商所提供服务的性质为限。
- 13.2 The Privacy Documentation contains a mechanism to subscribe to notifications of new Subprocessors for each applicable Service, and if Controller subscribes, WTG must provide notification of a new Subprocessor to Controller through this mechanism.
隐私文件包含一种机制，用于订阅每项适用服务的新次级处理商通知，如果控制者订阅，WTG 必须通过该机制向控制者提供新次级处理商通知。
- 13.3 Controller may object to WTG's use of a new Subprocessor by notifying WTG promptly in writing within ten days of receipt of WTG's notice in accordance with the mechanism in section 13.2 above. If Controller objects to a new Subprocessor and that objection is duly substantiated and not unreasonable, then WTG must use reasonable efforts to make available to Controller a change in the Services or, alternatively, recommend a commercially reasonable change to Controller's configuration or use of the Services to avoid Processing of Personal Data by the contested new Subprocessor without unreasonably burdening Controller. If WTG is unable to make the change available within a reasonable period, which must not exceed 30 days, then Controller may terminate the relevant portion(s) of the Services which cannot be provided by WTG without the use of the contested new Subprocessor by providing written notice to WTG.
若控制者反对 WTG 使用新的次级处理商，控制者可在收到 WTG 根据上述第 13.2 条所述机制发出的通知后十日内，及时以书面形式通知 WTG。如果控制者反对新的次级处理商，且该反对意见有正当理由且并非不合理，则 WTG 必须尽合理努力向控制者提供服务变更，或作为替代，建议对控制者的配置或服务使用进行商业上合理的变更，以避免有争议的新次级处理商处理个人数据，同时不会给控制者造成不合理的负担。如果 WTG 无法在合理期限（不得超过 30 天）内提供该变更，则控制者可以向 WTG 发出书面通知，终止 WTG 在不使用有争议的新次级处理商的情况下无法提供的服务的相关部分。
- 13.4 No Processing by a Subprocessor releases WTG from its responsibility for its obligations under this DPA, and WTG is liable for the acts and omissions of Subprocessors to the same extent WTG would be liable if performing the services of each Subprocessor directly under the terms of this DPA, subject to the limitations in this DPA (in particular section 15 below) and in the Agreement.
次级处理商的任何处理行为都不能免除 WTG 在本 DPA 下的责任，WTG 应对次级处理商的行为和疏忽承担责任，其责任范围与 WTG 直接根据本 DPA 的条款为每个次级处理商提供服务的责任范围相同，但须遵守本 DPA（特别是下文第 15 条）和本协议中的限制规定。

14 AUTHORISED AFFILIATES

授权关联方

- 14.1 Controller acknowledges and agrees that it enters into this DPA, including if applicable the EU SCCs, adjusted as necessary for transfers from Switzerland and the UK (in form of the ICO UK Addendum), in the name and on behalf of its Authorised Affiliates, thereby establishing a

separate DPA, and if applicable separate EU SCCs relationship, between WTG and each Authorised Affiliate subject to the provisions of this section 14. Each Authorised Affiliate agrees to be bound by the obligations of its DPA and, to the extent applicable, the obligations of the EU SCCs incorporated into this DPA. For the avoidance of doubt, an Authorised Affiliate is not entering into a separate Agreement with WTG.

控制者承认并同意，以其授权关联方的名义并代表其授权关联方签署本 DPA，包括欧盟 SCCs（如有），必要时对从瑞士向英国的传输进行调整（以 ICO UK Addendum 的形式），从而在 WTG 和每个授权关联方之间建立单独的 DPA（如适用）和单独的欧盟 SCCs，但须遵守本第 14 条的规定。各授权关联方同意受其 DPA 义务的约束，并在适用的情况下，受纳入本 DPA 的欧盟 SCCs 义务的约束。为避免疑问，授权关联方并未与 WTG 签订单独的协议。

- 14.2 Controller remains responsible for coordinating all communication with WTG under this DPA and the DPAs of its Authorised Affiliates and is entitled to make and receive any communication in relation to the DPAs of its Authorised Affiliates on their behalf.

控制者负责协调根据本 DPA 及根据其授权关联方的 DPA 与 WTG 进行的所有沟通，并负责代表其授权关联方进行和接收与 DPA 有关的任何沟通。

- 14.3 If an Authorised Affiliate enters into a DPA with WTG, then it is entitled to exercise the rights and seek remedies of the Controller under its DPA, subject to the following:

如果授权关联方与 WTG 签订了 DPA，则其有权根据该 DPA 行使控制者的权利并寻求救济，但受限于以下规定：

- (a) its exercise of rights and remedies is limited to the extent required under Data Protection Laws;
其行使的权利和救济措施仅限于数据保护法要求的范围；
- (b) unless Data Protection Laws require the Authorised Affiliate to exercise a right or seek any remedy under its DPA against WTG directly, the Parties agree that:
除非数据保护法要求授权关联方直接针对 WTG 行使该 DPA 下的权利或寻求任何救济，否则双方同意：
 - (i) only the Controller may exercise any right or seek any remedy on behalf of the Authorised Affiliate, and
仅控制者可代表授权关联方行使任何权利或寻求任何救济，且
 - (ii) Controller must exercise any rights under this DPA and the DPAs of its Authorised Affiliates not separately for each Authorised Affiliate individually, but jointly for itself and all its Authorised Affiliates together (as, for example, in section 14.3(c), below).
控制者行使本 DPA 及其授权关联方的 DPA 下的任何权利时，不得为每个授权关联方单独行使，而应为控制者及其所有授权关联方共同行使（例如依据下文第 14.3(c) 条行使权利时）。
- (c) The Parties agree that Controller must, when carrying out an audit in accordance with section 10 take all reasonable measures to limit any impact on WTG and Subprocessors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorised Affiliates in one single audit.
双方同意，在根据第 10 条进行审计时，控制者必须采取一切合理措施限制对 WTG 和次级处理商的任何影响，并应在合理可能的范围内，将代表控制者及其所有授权关联方进行的若干审计请求合并为一次审计。
- (d) Controller represents and warrants that it has been duly authorised by its Authorised Affiliates to enter a separate DPA, and if applicable separate EU SCCs relationship, in the name and on behalf of its Authorised Affiliates.
控制者声明并保证，其已获得授权关联方的正式授权，以授权关联方的名义并代表授权关联方签订单独的 DPA，并在必要时签订单独的欧盟 SCCs。

15 LIMITATION OF LIABILITY 责任限制

- 15.1 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorised Affiliates and WTG, whether in contract, tort or under any other theory of liability, is subject to the limits of liability in the Agreement, and any reference to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.
一方及其所有关联方合计因本 DPA 以及授权关联方与 WTG 之间的所有 DPA 而产生的或与之相关的责任，无论是合同责任、侵权责任还是任何其他种类的责任，均受限于协议中规定的责任限制，任何提及一方的责任均指该方及其所有关联方在协议和所有 DPA 下的责任合计。
- 15.2 WTG's and its Affiliates' total liability for all claims from Controller and all of its Authorised Affiliates arising out of or related to the Agreement and all DPAs applies in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Controller and all Authorised Affiliates, and, in particular, does not apply individually and severally to either or both of Controller and any Authorised Affiliate that is a contracting party to any DPA.
WTG 及其关联方的总责任，针对控制者及其所有授权关联方因协议及所有 DPA 引起或与之相关的所有索赔，适用于根据协议及协议项下所有 DPA 提出的所有索赔的总额，包括控制者及所有授权关联方的索赔，并且特别说明，该责任不适用于控制者或任何作为 DPA 合同方的授权关联方的个别或连带责任。
- 15.3 If the Agreement does not include an overall cap on liability, then each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorised Affiliates and WTG, whether in contract, tort or under any other theory of liability, will not exceed the total amount paid by Controller and its Authorised Affiliates for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.
如果协议没有包含责任总体上限，则每一方及其所有关联方因本 DPA 以及授权关联方与 WTG 之间的所有 DPA（无论是合同、侵权或其他任何种类责任）所引起或与之相关的责任，将在总额上不超过控制者及其授权关联方在发生引发责任的首个事件之前十二个月内为该服务支付的总金额。

16 EEA/SWISS/UK INTERNATIONAL TRANSFERS EEA/瑞士/英国国际数据传输

- 16.1 In providing the Services, WTG may transfer Controller's or any Authorised Affiliate's Personal Data that is subject to Data Protection Laws of the EEA, Switzerland or the UK, to WTG and Subprocessors outside of the EEA, Switzerland or the UK.
在提供服务时，WTG 可能会将控制者或任何授权关联方的个人数据（该数据受 EEA、瑞士或英国的数据保护法管辖）传输给 WTG 及其次级处理商，且该传输发生在 EEA、瑞士或英国之外。
- 16.2 For data transfers under section 16.1, Controller (on its own behalf and on behalf of its Authorised Affiliates) and WTG agree to be bound by the EU SCCs (Module 2: Transfer Controller to Processor) on acceptance under sections 1.1 and 1.2 of this DPA and adjusted as necessary for transfers from Switzerland and the UK (in form of the ICO UK Addendum). These EU SCCs are deemed incorporated into this DPA in their entirety and apply as further specified in Schedule 2 to this DPA. If the EU SCCs (Module 2: Transfer Controller to Processor) are no longer available or do not authorise an international transfer of Personal Data to WTG, the Controller agrees to cooperate in good faith to enter into any additional agreements or take any other action that may be legally required by either Party to comply with transfer requirements under Data Protection Laws.
对于第 16.1 条所述的数据传输，控制者（代表其自身及其授权关联方）和 WTG 同意根据本 DPA 第 1.1 条和 1.2 条的接受条款，遵守欧盟 SCCs（模块 2：控制者到处理者的传输），并根据需要调整以适应从瑞士和英国的传输（以 ICO UK Addendum 的形式）。这些欧盟 SCCs 被视为已完全纳入本 DPA，并按附表 2 中的进一步规定适用。如果欧盟 SCCs（模块 2：控制者到处理者的传输）不再有效或不允许将个人数据国际传输到 WTG，控制者同意真诚合作，签订任何额外协议或采取其他行动，以符合法律要求，确保双方遵守数据保护法律下的传输要求。

- 16.3 Controller agrees that when WTG engages Subprocessors under this DPA to carry out Processing activities (on behalf of Controller) involving a transfer of Personal Data outside of the EEA, Switzerland or the UK, WTG and the Subprocessor may rely on the EU SCCs (Module 3: Transfer Processor to Processor), adjusted as necessary for transfers from Switzerland and the UK, provided the conditions for the use of those Standard Contractual Clauses are met.
控制者同意，当 WTG 根据本 DPA 聘用次级处理商代表控制者执行处理活动并涉及将个人数据传输到 EEA、瑞士或英国以外的地区时，WTG 和次级处理商可以依赖欧盟 SCCs（模块 3：处理者到处理者的传输），并根据需要调整以适应从瑞士和英国的传输，前提是满足使用这些标准合同条款的条件。
- 16.4 If there is any conflict or inconsistency between the provisions of the main body of this DPA and the provisions of the EU SCCs (Module 2: Transfer Controller to Processor), adjusted as necessary for transfers from Switzerland and the UK ((in form of the ICO UK Addendum), then the (adjusted) EU SCCs prevail.
如果本 DPA 的主要内容与欧盟 SCCs（模块 2：控制者到处理者的传输）之间存在任何冲突或不一致，且这些条款根据需要为瑞士和英国的传输进行调整（以 ICO UK Addendum 的形式），则以（调整后的）欧盟 SCCs 为准。

17 OTHER COUNTRY-SPECIFIC PROVISIONS 其他国家特定条款

- 17.1 In providing the Services, WTG may transfer Controller's or any Authorised Affiliate's Personal Data that is subject to the Data Protection Laws of jurisdictions other than the EEA, Switzerland or the UK, to WTG and Subprocessors located outside of those jurisdictions.
在提供服务时，WTG 可能会将控制者或任何授权关联方的个人数据（该数据受 EEA、瑞士或英国以外法域的数据保护法管辖）传输给 WTG 及其位于这些法域以外的次级处理商。
- 17.2 For data transfers under section 17.1 and to address certain jurisdiction-specific Processing requirements, the provisions in Schedule 3 et seqq. form an integral part of this DPA and apply as further specified in those Schedules.
对于第 17.1 条所述的数据传输，并为了解决某些特定法域的处理要求，附表 3 及其后续条款中的规定构成本 DPA 的不可分割部分，并按附表中进一步规定的内容适用。
- 17.3 If there is any conflict or inconsistency between the provisions of the main body of this DPA and the provisions of Schedule 3 et seqq., then the provisions of Schedule 3 et seqq. prevail.
如果本 DPA 的主要内容与附表 3 及其后续条款之间存在任何冲突或不一致，则以附表 3 及其后续条款为准。

18 DURATION AND TERMINATION; RETURN OR DELETION OF PERSONAL DATA 持续时间和终止；个人数据的返还或删除

- 18.1 This DPA becomes effective upon the Effective Date in section 1.1. It terminates automatically on termination of the Agreement or if the Processing under the Agreement is permanently discontinued.
本 DPA 自第 1.1 条中生效日期起生效，在协议终止或协议项下的处理活动永久停止时自动终止。
- 18.2 If this DPA is terminated, then WTG must return to Controller or delete, at Controller's choice, all Personal Data Processed on behalf of Controller, unless applicable law requires storage of the Personal Data. On request of Controller, WTG must confirm compliance with these obligations in writing. If the Controller does not exercise its right of return of Personal Data within 60 calendar days, then WTG may delete the Personal Data of the Controller.
如果本 DPA 终止，则 WTG 必须根据控制者的选择，将代表控制者处理的所有个人数据返回给控制者或删除，除非适用法律要求存储个人数据。根据控制者的要求，WTG 必须书面确认已遵守这些义务。如果控制者未在 60 个日历日内行使其个人数据返还的权利，则 WTG 可以删除控制者的个人数据。

19 MISCELLANEOUS PROVISIONS 其他条款

- 19.1 This DPA may be changed or amended as provided for in the Agreement, or otherwise by WTG if required under Data Protection Laws. WTG must notify Controller in advance of any change or amendment. If Controller continues to use the Services for ten days after receiving notice from WTG of a change or amendment to the DPA and has been provided with the option to terminate the Agreement, then the continued use of the Services for ten days is deemed to be acceptance of the change or amendment to the DPA.
本 DPA 可以根据协议中规定的方式进行更改或修订，或者在数据保护法要求的情况下，由 WTG 进行更改。WTG 的任何更改或修订必须提前通知控制者。如果控制者在收到 WTG 通知本 DPA 更改或修订后的十天内继续使用服务，并且已经提供了解除协议的选择，则继续使用服务十天即视为对 DPA 更改或修订的接受。
- 19.2 If any provision of this DPA is or becomes invalid, then this does not affect the validity of the remaining terms. The Parties must cooperate in the creation of terms which achieve a legally valid result that is commercially closest to that of the invalid provision. This applies accordingly to the closing of any gaps in the DPA.
本 DPA 的任何条款的无效不影响其余条款的有效性。双方必须合作制定能够合法有效的条款，其商业效果尽可能接近原无效条款的原意。此条款同样适用于填补 DPA 中的任何空白。
- 19.3 Any WTG obligations arising from statutory provisions or according to a judicial or regulatory decision remain unaffected by this DPA.
任何根据法定条款或司法或监管决定产生的 WTG 义务不受本 DPA 的影响。
- 19.4 This DPA does not replace any comparable or additional rights relating to Processing of Personal Data of Controller contained in the Agreement. In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA prevails.
本 DPA 不替代协议中关于控制者个人数据处理的任何类似或额外的权利。如果本 DPA 与协议之间存在任何冲突或不一致，以本 DPA 为准。
- 19.5 DPA is governed by the same law that governs the Agreement between the Parties, except for the EU SCCs which are governed by the law applicable under clause 17 of the EU SCCs and section 14 of Schedule 2 (EEA/Swiss/UK Specific Transfer Provisions) of this DPA as well as, for any data transfers governed by the UK GDPR, section 18 of Schedule 2 (EEA/UK/Swiss Specific Transfer Provisions) of this DPA in connection with section 15(m) of the ICO UK Addendum. Data transfers which are subject to the provisions in Schedule 3 et seqq. are governed by the respective law in the applicable Schedule (if any).
本 DPA 受双方协议所适用的相同法律管辖，但欧盟 SCCs 适用根据欧盟 SCCs 第 17 条和本 DPA 附表 2 (EEA/瑞士/英国特定传输条款) 第 14 条的适用法律，以及任何受英国 GDPR 管辖的数据传输，适用本 DPA 附表 2 (EEA/英国/瑞士特定传输条款) 第 18 条与 ICO UK Addendum 第 15(m)条的相关条款。受附表 3 及其后续条款管辖的数据传输受相关附表中相关法律管辖（如有）。
- 19.6 This DPA has been executed in multiple languages. In the event of any conflict or inconsistency, between the different language versions of this DPA, the English language version of the DPA (available at: <https://www.wisetechglobal.com/legal/dpa/>) shall prevail.
本 DPA 已以多种语言执行。如不同语言版本之间存在任何冲突或不一致，则以英文版本的 DPA 为准（英文版本可参阅：<https://www.wisetechglobal.com/legal/dpa/>）。

List of Schedules

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EXECUTION/签署

Signed by Controller/控制者签署:

Controller/控制者

Signature/签名

Name/姓名

Title/职位

Schedule 1 – Description of Processing

附表 1 – 处理的描述

This Schedule 1 includes certain details of the Processing of Personal Data by WTG on behalf of Controller and its Authorised Affiliates.

本附表 1 包含了 WTG 代表控制者及其授权关联方处理个人数据的细节。

1 LIST OF PARTIES

缔约方

Data Exporter(s): Identity and contact details of the data exporter(s) and, if applicable, of its/their data protection officer and/or representative in the European Union

数据输出方：数据输出方的身份信息及联系方式，以及其欧盟数据保护官和（或）代表（如有）

Name: Controller and its Authorised Affiliates

姓名：控制者及其授权关联方

Address:

地址：

Activities relevant to the data transferred under these clauses: Performance of the Services under the Agreement.

根据这些条款转让数据相关的活动：履行协议规定的服务。

Name, signature and date:

姓名、签名及日期：

Role (controller/processor): Controller and its Authorised Affiliates are each acting as a Data Controller.

角色（控制者/处理者）：控制者及其授权关联方分别作为数据控制者。

Data Importer(s):

数据输入方：

Name/姓名: WTG

Dr. Sebastian Kraska

Rechtsanwalt, Diplom-Kaufmann

IITR Datenschutz GmbH, Eschenrieder Str. 62c, 82194 Gröbenzell

Telefon/电话: +49 89 189 1736-0

E-Mail/电子邮箱: skraska@iitr.de

Activities relevant to the data transferred under these clauses: Performance of the Services under the Agreement.

根据这些条款转让数据相关的活动：履行协议规定的服务。

Name, signature and date:

姓名、签名及日期:



Maree Isaacs, Head of License Management and Authorised Officer for WiseTech Global Limited and its Affiliates

Maree Isaacs, 许可管理部门负责人及慧咨环球及其关联方的授权官员

Role (controller/processor): WTG is acting as a Data Processor.

角色（控制者/处理者）：WTG 为数据处理者。

2 DESCRIPTION OF TRANSFER

传输的描述

Categories of data subjects whose personal data is transferred

数据主体类别及其个人数据的传输

Subject to use and Processing restrictions in the Agreement and this DPA, Controller may submit Personal Data to the Services, the extent of which is determined and controlled by Controller in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

根据协议和本 DPA 中的使用和处理限制，控制者可以将个人数据提交给服务，个人数据的范围由控制者自行决定和控制，可能包括但不限于与以下类别的数据主体相关的个人数据：

- Customers;
客户
- Customer's customers;
客户的客户
- Potential Customers;
潜在客户
- Subscribers;
订阅者
- Employees;
员工
- Suppliers;
供应商
- Authorised Agents; and
授权代理人；以及
- Contact Persons.
联系人

Categories of personal data transferred

个人数据传输的类别

Subject to use and Processing restrictions in the Agreement and this DPA, Controller may submit Personal Data to the Services, the extent of which is determined and controlled by Controller in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

受限于协议和本 DPA 中的使用和处理限制，控制者可以将个人数据提交给服务，个人数据的范围由控制者自行决定和控制，可能包括但不限于以下类别的个人数据：

- Personal Master Data (Key Personal Data);
个人主数据（关键个人数据）；
- Contact Data;
联系数据；
- Key Contract Data (Contractual/Legal Relationships, Contractual or Product Interest);
关键合同数据（合同/法律关系、合同或产品利益）；
- Customer History;
客户历史；
- Contract Billing and Payments Data; and
合同账单和支付数据；以及
- Disclosed Information (from third parties, e.g. Credit Reference Agencies or from Public Directories.
披露信息（来自第三方，例如信用参考机构或公共目录）

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, including for example strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

敏感数据传输（如适用），以及充分考虑数据的性质和所涉风险而采取的限制或保障措施，包括例如严格的限制、访问限制（仅限经过专门培训的工作人员访问）、记录访问数据的日志、限制转交传输或额外的安全措施。

Controller must not submit any Personal Data to the Services that are defined as special categories of personal data or sensitive personal data (or similar concept) under Data Protection Laws (including personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, health data, data concerning a natural person's sex life or sexual orientation), unless this has been expressly agreed with WTG for a particular Service. If agreed with WTG, the specifically applicable technical and organisational measures are set out as part of the description of the TOMs for the relevant Service.

控制者不得将任何在数据保护法下被定义为特殊类别个人数据或敏感个人数据（或类似概念）的个人数据提交给服务（包括揭示种族或民族血统、政治观点、宗教或哲学信仰、工会会员身份、遗传数据、用于唯一识别自然人的生物识别数据、健康数据、有关自然人性生活或性取向有关的数据），除非此类数据的提交已明确与 WTG 为某特定服务达成协议。如果与 WTG 达成协议，适用的具体技术和组织措施将作为相关服务的 TOMs 描述的一部分列出。

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

数据传输的频率（例如，数据是一次性传输还是持续传输）

Personal Data is transferred on an ongoing and continuous basis depending on the use of the Services by Controller.

根据控制者对服务的使用情况，个人数据将持续不断地传输。

Nature of the Processing
处理的性质

The nature of the Processing is the performance of the Services under the Agreement.
处理的性质是根据协议履行服务。

Purpose(s) of the data transfer and further processing

数据传输和进一步处理的目的

Processing of Personal Data by WTG as necessary to perform the Services under the Agreement.

WTG 根据协议所需，处理个人数据以执行服务。

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

个人数据将被保留的期限，或如果无法确定该期限，则用于确定该期限的标准

Subject to section 18 of the DPA, WTG will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

受限于本 DPA 第 18 条，WTG 将在协议期间处理个人数据，除非另有书面约定。

For transfers to (Sub-)Processors, also specify subject matter, nature and duration of the Processing

对于转交给处理者（次级处理商）的传输，也需明确处理的主题、性质和持续时间

As per section 13 of the DPA, the Subprocessor(s) will Process Personal Data as necessary to perform the Services under the Agreement. Subject to section 18 of the DPA, the Subprocessor(s) will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

根据本 DPA 第 13 条，次级处理商将根据协议的要求处理个人数据，以履行服务。受限于本 DPA 第 18 条，次级处理商将在协议期间处理个人数据，除非另有书面约定。

A current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service – which may be updated by WTG from time to time – can be found on the Privacy Documentation website.

为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单（由 WTG 不时更新）可在隐私文件网站上找到。

3 COMPETENT SUPERVISORY AUTHORITY

主管监管机构

The supervisory authority referred to in section 12(c) of Schedule 2 (EEA/Swiss/UK Specific Transfer Provisions) is the Hamburg Commissioner for Data Protection and Freedom of Information.

本 DPA 附表 2 第 12(c)条（EEA/瑞士/英国特定传输条款）所提到的监管机构是汉堡数据保护与信息自由专员。

Schedule 2 – EEA/Swiss/UK

附表 2 – EEA/瑞士/英国

1 APPLICATION

适用范围

This Schedule 2 and the EU SCCs as implemented by this Schedule 2 apply if:

本附表 2 和本附表 2 所实施的欧盟 SCCs 在下列情况下适用：

- (a) either of Controller or its Authorised Affiliates are subject to the Data Protection Laws of the EEA and its member states, Switzerland or the UK; and
控制者或其授权关联方受限于 EEA 及其成员国、瑞士或英国的数据保护法的约束；
- (b) Personal Data of Controller or its Authorised Affiliates is being transferred to WTG outside of the EEA, Switzerland or the UK.
控制者或其授权关联方的个人数据被传输到 WTG，并且该传输发生在 EEA、瑞士或英国以外。

2 DATA EXPORTER / DATA IMPORTER

数据输出方 / 数据输入方

In the EU SCCs, the ICO UK Addendum and this Schedule 2, Controller and Authorised Affiliates are individually or collectively the 'Data Exporter' and WTG is the 'Data Importer'.

在欧盟 SCCs、ICO UK Addendum 和本附表 2 中，控制者及其授权关联方单独或合称为“数据输出方”，WTG 为“数据输入方”。

3 DOCKING

对接

For clause 7 of the EU SCCs (Docking clause), this option does not apply.

对于欧盟 SCCs 的第 7 条（对接条款），该选项不适用。

4 SCOPE OF CONTROLLER INSTRUCTIONS

控制者指示的范围

For clauses 8.1(a) and 8.8 of the EU SCCs, the instructions from Controller to Process Personal Data are in section 5 of this DPA and include onward transfers to third parties, including Subprocessors, located outside of the EEA, Switzerland or the UK for the purpose of the performance of the Services.

对于欧盟 SCCs 的第 8.1(a)条和第 8.8 条，控制者的指示是根据本 DPA 第 5 条进行的，并包括为了履行服务目的，将个人数据转交给位于 EEA、瑞士或英国以外的第三方，包括次级处理商。

5 DATA DELETION

数据删除

For clauses 8.5 and 16(d) of the EU SCCs, the Parties agree that the certification of deletion of Personal Data must be provided by WTG to Controller only upon written request.

对于欧盟 SCCs 的第 8.5 条和第 16(d)条，双方同意，WTG 仅在控制者书面请求下，向控制者提供个人数据删除的证明。

6 TOMS

TOMS

For clause 8.6(a) of the EU SCCs, Controller is solely responsible for making an independent determination as to whether the technical and organisational measures in Annex II to the EU SCCs meet its requirements. Controller agrees that at the time of execution of the DPA, having taken into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of Personal Data as well as the risks to individuals, the technical and organisational measures taken by WTG provide a level of security appropriate to

the risk with respect to the Personal Data.

对于欧盟 SCCs 的第 8.6(a)条，控制者完全负责独立判断欧盟 SCCs 附录 II 中的技术和组织措施是否符合其要求。控制者同意，在签署 DPA 时，已考虑到技术的最新发展、实施成本、个人数据处理的性质、范围、背景和目的，以及对个人的风险，WTG 采取的技术和组织措施提供了适当的安全级别，符合与个人数据相关的风险。

7 PERSONAL DATA BREACHES

个人数据泄露

For clause 8.6(c) of the EU SCCs, Personal Data Breaches must be handled in accordance with section 12 of this DPA.

对于欧盟 SCCs 的第 8.6(c)条，个人数据泄露必须按照本 DPA 第 12 条处理。

8 INFORMATION REQUESTS AND AUDITS

信息请求和审计

For clause 8.9 of the EU SCCs, WTG must handle Controller's requests for information and audit requests in accordance with section 10 of this DPA.

对于欧盟 SCCs 的第 8.9 条，WTG 必须根据本 DPA 第 10 条处理控制者的信息请求和审计请求。

9 SUBPROCESSORS

次级处理商

For clause 9(a) of the EU SCCs, the following apply:

对于欧盟 SCCs 的第 9(a)条，适用以下条款：

- (a) WTG has the Controller's general authorisation to engage Subprocessors in accordance with section 13 of this DPA. A current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service – which may be updated by WTG from time to time – can be found on the Privacy Documentation website. WTG must inform the Data Exporter of any changes to Subprocessors following the procedure in section 13 of this DPA.

WTG 已获得控制者的一般授权，根据本 DPA 第 13 条聘用次级处理商。为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单（由 WTG 不时更新）可在隐私文件网站上找到。WTG 定期更新并可以在隐私文件网站上找到每个适用服务中处理个人数据的次级处理商名单。WTG 必须根据本 DPA 第 13 条的程序，通知数据输出方有关次级处理商的任何变更。

- (b) If WTG enters into EU SCCs (Module 3: Transfer Processor to Processor) with a Subprocessor in connection with the provision of the Services, then Controller hereby grants WTG and its Affiliates authority to provide a general authorisation on behalf of Controller for the engagement of further Subprocessors by Subprocessors engaged in the provision of the Services, as well as decision-making and approval authority for the addition or replacement of any Subprocessors.

如果 WTG 与次级处理商签订欧盟 SCCs（模块 3：从处理商到处理商的传输），提供服务时，控制者特此授权 WTG 及其关联方代表控制者提供一般授权，以便次级处理商能够参与服务的履行，以及批准或决定是否添加或更换任何次级处理商。

10 DATA SUBJECT RIGHTS

数据主体权利

For clause 11 of the EU SCCs, and subject to section 8 of this DPA, WTG must inform Data Subjects on its website of a contact point authorised to handle complaints. WTG must inform Controller if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data in connection with the provision of the Services and must without undue delay communicate the complaint or dispute to Controller. WTG does not have any further obligation to handle the request, unless otherwise agreed with Controller in each individual case. The option under clause 11(a) of the EU SCCs does not apply.

对于欧盟 SCCs 的第 11 条，并受限于本 DPA 第 8 条，WTG 必须在其网站上通知数据主体经授权处理

投诉的联络点。如果 WTG 收到数据主体就与服务提供相关的个人数据的投诉或争议，WTG 必须及时且毫不延迟地将该投诉或争议传达给控制者。除非与控制者就每一个例中另有约定，WTG 没有进一步的义务处理该请求。欧盟 SCCs 第 11(a)条项下的选项不适用。

11 LIABILITY 责任

For clause 12 of the EU SCCs, the following applies
对于欧盟 SCCs 的第 12 条，适用以下条款：

- (a) WTG's liability under clause 12(a) of the EU SCCs is subject to the limitations of the Agreement;
根据欧盟 SCCs 第 12(a)条，WTG 的责任受限于协议的限制；
- (b) WTG's liability under clause 12(b) of the EU SCCs is limited to damages caused by its Processing where it has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Controller, as specified in Article 82(2) GDPR; and
根据欧盟 SCCs 第 12(b)条，WTG 的责任仅限于因未遵守 GDPR 特别针对处理者的义务，或者在未经控制者合法指示的情况下行动而导致的损害，如 GDPR 第 82(2)条所规定；
- (c) WTG is exempt from liability under section 11(b) of this Schedule, if it proves that it is not in any way responsible for the event giving rise to the damage under Article 82(3) GDPR.
如果 WTG 证明其对导致 GDPR 第 82 (3) 条项下损害的事件不负有任何责任，则其根据本附表第 11(b)条可免于承担责任。

12 SUPERVISORY AUTHORITY 监管机构

For clause 13 of the EU SCCs, the following applies:
对于欧盟 SCCs 的第 13 条，适用以下条款：

- (a) if Controller is established in an EU member state, then the supervisory authority with responsibility for ensuring compliance by Controller with the GDPR as regards the data transfer is the competent data protection supervisory authority.
如果控制者设立在欧盟成员国，则负责确保控制者在数据传输方面遵守 GDPR 有关数据传输的监管机构为主管数据保护监管机构；
- (b) if Controller is not established in an EU member state but falls within the territorial scope of application of the GDPR in accordance with its Art. 3(2) and has appointed a representative under Art. 27(1) GDPR, then the supervisory authority of the EU member state, in which the representative within the meaning of Art. 27(1) GDPR is established is the competent data protection supervisory authority.
如果控制者未设立在欧盟成员国，但根据 GDPR 第 3(2)条属于 GDPR 适用的领域，并根据 GDPR 第 27(1)条任命了一名代表，则该控制者在欧盟成员国的代表所在地的监管机构为主管数据保护监管机构；
- (c) If the Data Exporter is not established in an EU member state but falls within the territorial scope of application of the GDPR in accordance with its Art. 3(2) without, however, having to appoint a representative under Art. 27(2) GDPR, then the Hamburg Commissioner for Data Protection and Freedom of Information is the competent data protection supervisory authority.
如果数据输出方未设立在欧盟成员国，但根据 GDPR 第 3(2)条属于 GDPR 适用领域，并且不需要根据 GDPR 第 27(2)条任命代表，则汉堡数据保护与信息自由专员为主管数据保护监管机构。

13 REQUESTS FROM AUTHORITIES 来自监管机关的请求

For clause 15(1)(a) of the EU SCCs, the following applies:

对于欧盟 SCCs 的第 15(1)(a)条, 适用以下条款:

- (a) WTG must notify Controller (only) and not the Data Subject(s) each time it either:
WTG 必须仅通知控制者, 而非数据主体, 当其每次:
 - (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 under the EU SCCs; or
收到来自公共机关 (包括司法机关) 的具有法律效力的请求, 根据目的国的法律, 要求披露根据欧盟 SCCs 传输的个人数据; 或者
 - (ii) becomes aware of any direct access by public authorities to Personal Data transferred under the EU SCCs in accordance with the laws of the country of destination.
意识到公共机关根据目的国法律对根据欧盟 SCCs 传输的个人数据进行直接访问。
- (b) Controller shall be solely responsible for promptly notifying the Data Subject(s) as necessary.
控制者应全权负责根据必要情况及时通知数据主体。

14 GOVERNING LAW

适用法律

For clause 17 of the EU SCCs, the governing law is the law that applies to the Agreement. If the Agreement is not governed by an EU member state law, the EU SCCs will be governed by the laws of Germany.

对于欧盟 SCCs 的第 17 条, 适用法律为适用于协议的法律。如果协议不受欧盟成员国法律管辖, 则欧盟 SCCs 将受德国法律管辖。

15 COURTS

法院

For clause 18(b) of the EU SCCs, the courts will be those designated by the Agreement. If the Agreement does not designate an EU Member State court as having exclusive or non-exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with the Agreement, the Parties agree that the courts of Germany have exclusive jurisdiction to resolve any dispute arising from the EU SCCs.

对于欧盟 SCCs 的第 18(b)条, 法院由协议指定。如果协议未指定欧盟成员国法院对解决因本协议产生的或与本协议相关的任何争议或诉讼拥有专属或非专属管辖权, 双方同意, 德国法院对解决因欧盟 SCCs 产生的任何争议拥有专属管辖权。

16 APPENDICES

附录

Appendices to the EU SCCs are completed as follows:

欧盟 SCCs 的附录经如下内容完善:

- (a) Section 1 of Schedule 1 to this DPA completes Annex I.A to the EU SCCs.
本 DPA 附表 1 的第 1 条完善了欧盟 SCCs 附录 I.A;
- (b) Section 2 of Schedule 1 to this DPA completes Annex I.B to the EU SCCs.
本 DPA 附表 1 的第 2 条完善了欧盟 SCCs 附录 I.B;
- (c) Section 3 of Schedule 1 to this DPA completes Annex I.C to the EU SCCs.
本 DPA 附表 1 的第 3 条完善了欧盟 SCCs 附录 I.C;
- (d) The technical and organisational measures in the description of the TOMs for the relevant Service are Annex II to the EU SCCs.
本协议中相关服务的 TOMs 描述为欧盟 SCCs 附录 II;
- (e) The current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service, which may be updated by WTG from time to

time, and which can be found on the Privacy Documentation website, form Annex III to the EU SCCs.

为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单（由 WTG 不时更新）可在隐私文件网站上找到，载于欧盟 SCCs 附录 III。

17 TRANSFERS GOVERNED BY THE LAWS OF SWITZERLAND

受瑞士法律管辖的传输

For transfers of Personal Data governed by the Data Protection Laws of Switzerland, the Parties agree that the EU SCCs will apply in accordance with sections 1 to 16 of this Schedule 2, as further specified below:

对于受瑞士数据保护法管辖的个人数据传输，双方同意，欧盟 SCCs 将根据本附表 2 的第 1 至第 16 条适用，具体规定如下：

- (a) general and specific references in the EU SCCs to the GDPR, EU or EU member state law have the same meaning as the equivalent reference in the Data Protection Laws of Switzerland;
欧盟 SCCs 中，GDPR、欧盟或欧盟成员国法律在一般和特定的引用与在瑞士数据保护法中的同等引用具有相同的含义；
- (b) for clause 13 of the EU SCCs, the Swiss Federal Data Protection and Information Commissioner is the competent data protection supervisory authority;
对于欧盟 SCCs 第 13 条，瑞士联邦数据保护与信息自由专员是主管数据保护监管机构；
- (c) for clause 18(b) of the EU SCCs, the courts of Switzerland have exclusive jurisdiction to resolve any dispute arising from the EU SCCs as specified in this section; and
对于欧盟 SCCs 第 18(b)条，瑞士法院对解决本条所述的由欧盟 SCCs 引起的任何争议具有专属管辖权；及
- (d) for clause 18(c) of the EU SCCs, the term 'Member State' is not to be interpreted to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland).
对于欧盟 SCCs 第 18(c)条，“成员国”一词不应解释为排除瑞士数据主体在其惯常居住地（即瑞士）提起诉讼主张其权利的可能性。

18 TRANSFERS GOVERNED BY THE LAWS OF THE UK

受英国法律管辖的传输

For transfers of Personal Data governed by the UK GDPR, the Parties agree to the ICO UK Addendum and its alternative part 2 mandatory clauses, which form an integral part of this DPA. The Parties agree that the EU SCCs apply to these transfers in accordance with sections 1 to 16 of this Schedule 2, and as amended by the mandatory clauses of the ICO UK Addendum. For section 17 of the ICO UK Addendum, the Parties agree to provide the information of part 1 of the ICO UK Addendum in the following format and as further specified below:

对于受英国 GDPR 管辖的个人数据传输，双方同意 ICO UK Addendum 及其备选第 2 部分的强制性条款，该等条款构成本 DPA 不可分割的部分。双方同意，欧盟 SCCs 根据本附表 2 的第 1 至第 16 条适用于上述传输，并且根据 ICO UK Addendum 的强制条款进行修订。对于 ICO UK Addendum 第 17 条，双方同意按以下格式及下文进一步说明的方式提供 ICO UK Addendum 第 1 部分的相关信息：

- (a) the 'Start Date' for the purposes of part 1 of the ICO UK Addendum is the effective date of the EU SCCs, as specified in section 1.1 of this DPA;
ICO UK Addendum 第 1 部分的“开始日期”是欧盟 SCCs 的生效日期，如本 DPA 第 1.1 条所示；
- (b) the 'Parties' for the purposes of part 1 of the ICO UK Addendum are WTG as the Data Importer and Controller and its Authorised Affiliates as the Data Exporter(s) as further specified in sections 1 and 2 of this Schedule 2 and section 1 of Schedule 1;
ICO UK Addendum 第 1 部分中，“双方”是作为数据输入方和控制者的 WTG 及其作为数据输出方的授权关联方，如本附表 2 第 1 条和第 2 条及附表 1 第 1 条所进一步指定；

- (c) the 'Key Contacts' for the purposes of part 1 of the ICO UK Addendum are the persons specified in section 1 of Schedule 1;
ICO UK Addendum 第 1 部分的“关键联系人”是附表 1 第 1 条中指定的人员;
- (d) the 'Addendum SCCs' for the purposes of part 1 of the ICO UK Addendum are the EU SCCs as specified in sections 1 to 16 of this Schedule 2;
ICO UK Addendum 第 1 部分的“附录 SCCs”是如本附表 2 第 1 至第 16 条所示的欧盟 SCCs;
- (e) the 'Appendix Information' for the purposes of part 1 of the ICO UK Addendum is the information specified in section 16 of this Schedule 2; and
ICO UK Addendum 第 1 部分的“附录信息”是本附表 2 第 16 条所指定的信息;
- (f) for part 1 of the ICO UK Addendum, the Data Importer may end the ICO UK Addendum under the conditions in section 19 of the ICO UK Addendum.
对于 ICO UK Addendum 第 1 部分, 数据输入方可根据 ICO UK Addendum 第 19 条的条件终止 ICO UK Addendum。

Schedule 3 – U.S.

附表 3 – 美国

The terms in this Schedule 3 apply to WTG's Processing of Personal Data of U.S. Data Subjects under U.S. Data Protection Laws.

本附表 3 中的条款适用于 WTG 根据美国数据保护法处理美国数据主体的个人数据。

1 DEFINITIONS

定义

In this Schedule 3:

在本附表 3 中：

Sell or Share has the meaning given in the applicable U.S. Data Protection Law.

销售或共享具有适用的美国数据保护法中所给定的含义。

U.S. Data Protection Laws means (a) the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 to 1798.199), as modified by the California Privacy Rights Act, the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 999.300 to 999.337) and any implementing regulations or guidance provided by the California Attorney General or California Privacy Protection Agency, as each of these titles may be amended from time to time ('CCPA'), (b) Virginia Consumer Data Protection Act (Va. Code Ann. §§ 59.1-575-59.1-585), (c) Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301 – 6-1-1313), (d) Connecticut Data Privacy Act (Public Act No. 22-15 §§ 1 – 12), (e) Utah Consumer Privacy Act (Utah Code §§ 13-61-101 to 13-61-404) and (f) other U.S. laws, regulations or requirements or regulatory guidance imposing Sell or Share restrictions on a processor of Personal Data, in each case to the extent applicable to a Party, and any amendments for the forgoing.

美国数据保护法是指以下法律：（a）2018 年《加利福尼亚消费者隐私法》（加利福尼亚民法典 §§ 1798.100 至 1798.199），以及《加利福尼亚隐私权法案》、CCPA 条例（加利福尼亚法规，第 11 章，第 999.300 条至 999.337 条）和加利福尼亚州总检察长或加利福尼亚隐私保护机构提供的任何实施条例或指南，这些标题可随时修订（“CCPA”）；（b）《弗吉尼亚消费者数据保护法》（弗吉尼亚州法典 §§ 59.1-575 至 59.1-585）；（c）《科罗拉多隐私法》（科罗拉多州法典 §§ 6-1-1301 至 6-1-1313）；（d）《康涅狄格数据隐私法案》（公共法案第 22-15 号 §§ 1-12）；（e）《犹他消费者隐私法》（犹他州法典 §§ 13-61-101 至 13-61-404）；以及（f）在适用于一方的范围内，对个人数据处理者施加出售或共享限制的其他美国法律、法规、要求或监管指南，以及针对上述法律、法规、要求或监管指南的任何修订。

2 PROCESSING RESTRICTIONS

处理限制

2.1 WTG must not:

WTG 不得：

- (a) Sell or Share Personal Data provided to it by Controller for Processing under the Agreement;
销售或共享根据协议由控制者提供的个人数据；
- (b) retain, use, or disclose Personal Data collected under the Agreement for any purpose other than for the business purposes in the Agreement and this DPA, including but not limited to customs authorities, external service providers and sub processors or as otherwise permitted under applicable U.S. Data Protection Laws;
保留、使用或披露根据协议收集的个人信息，除非用于协议和本 DPA 中规定的商业目的，包括但不限于海关当局、外部服务提供商和次级处理商，或根据适用的美国数据保护法另有允许的情况；
- (c) retain, use, or disclose Personal Data collected under the Agreement for any purpose other than for the commercial purposes set out in the Agreement including but not limited to the provision of the Services and any and all reasonable activities for the purpose of improving or enhancing the Services and this DPA, or as otherwise permitted

under applicable U.S. Data Protection Laws; or

保留、使用或披露根据协议收集的个人数据，除非用于协议中规定的商业目的，包括但不限于提供服务以及为改进或增强服务和本 DPA 所进行的所有合理活动，或根据适用的美国数据保护法另有允许的情况；

- (d) retain, use, or disclose Personal Data collected under the Agreement outside the direct business relationship between WTG and Controller, including by combining or updating Controller's Personal Data collected under the Agreement with Personal Data that it received from other sources or collected from its own interaction with a Data Subject except as permitted under applicable U.S. Data Protection Laws.

在 WTG 与控制者直接商业关系之外保留、使用或披露根据协议收集的个人数据，包括通过将控制者根据协议收集的个人数据与从其他来源收到的个人数据或从其自身与数据主体的互动中收集的个人数据进行结合或更新，除非根据适用的美国数据保护法另有允许的情况。

- 2.2 For the avoidance of doubt, WTG may collect Personal Data that includes contact information from Controller in connection with the Agreement and the provision of the Services. Controller agrees that in such capacity, WTG is the controller of such information, and further consents to WTG's use of such information to send marketing, advertising, and promotional communications to Controller concerning WTG's and its business partners' products and services that WTG believes may be of interest to Controller.

为避免疑义，WTG 可以收集与协议和提供服务相关的控制者提供的包括联系信息的个人数据。控制者同意，在此情况下，WTG 是该信息的控制者，并进一步同意 WTG 将该信息用于向控制者发送营销、广告和促销信息，内容涉及 WTG 及其商业伙伴的产品和服务，WTG 认为这些产品和服务可能对控制者感兴趣。

3 COMPLIANCE AND NOTICE OBLIGATIONS

合规和通知义务

- 3.1 WTG will provide the same level of privacy protection of Personal Data provided to it by Controller as required of Controller under applicable U.S. Data Protection Laws.
WTG 将提供与控制者在适用的美国数据保护法下所要求的隐私保护同等水平的保护，保护控制者提供给 WTG 的个人数据。
- 3.2 The Parties agree to comply with applicable U.S. Data Protection Laws. WTG will notify Controller if it makes a determination that it can no longer meet its obligations under applicable U.S. Data Protection Laws, in which case Controller may take reasonable and appropriate steps to stop and remediate any unauthorised use of Personal Data.
双方同意遵守适用的美国数据保护法。如果 WTG 做出决定，认为其无法再履行适用的美国数据保护法下的义务，WTG 将通知控制者，在这种情况下，控制者可以采取合理且适当的措施停止并纠正任何未经授权使用个人数据的情况。

Schedule 4 – PRC

附表 4 – 中国

To the extent WTG (i) Processes Personal Data of Data Subjects in the PRC on behalf of the Customer as Controller and/or (ii) the Controller transfers Personal Data or Other Data out of the PRC to WTG, this Schedule 4 (PRC Specific Transfer and Processing Provisions) shall apply.

在 WTG (i) 代表客户作为控制者处理中国境内数据主体的个人数据，和/或 (ii) 控制者将个人数据或其他数据从中国传输到 WTG 的情况下，本附表 4（中国特定传输和处理条款）适用。

1 DEFINITIONS

定义

- 1.1 **‘Controller’** means the ‘personal information handler’ as defined in PIPL or the ‘data handler’ as defined in other applicable Data Protection Laws.
“控制者”指《个人信息保护法》（PIPL）中定义的“个人信息处理者”或其他适用数据保护法律中定义的“数据持有人”。
- 1.2 **‘Other Data’** means important data, core national data and other data subject to export restrictions as defined and set out under PRC Data Protection Laws.
“其他数据”指受限于中国数据保护法律定义并规定的关键数据、核心国家数据及其他受出口限制的数据。
- 1.3 **‘Personal Data’** means ‘personal information’ as defined in PIPL.
“个人数据”指《个人信息保护法》定义的“个人信息”。
- 1.4 **‘PIPL’** means the PRC Personal Information Protection Law, including any regulations, notices, or other interpretative instruments promulgated or made thereunder.
“PIPL”指中国《个人信息保护法》，包括根据该法发布或制定的任何法规、通知或其他解释性文件。
- 1.5 **‘PRC Data Protection Laws’** include the PRC Cybersecurity Law, the PRC Data Security Law, the PIPL, the Measures on the Standard Contract for the Cross-Border Transfer of Personal Information, the Provisions for the Promotion and Standardization of Cross-Border Data Flows and any other applicable Data Protection Laws issued by the government or any regulatory authority of the PRC, as issued or amended from time to time.
“中国数据保护法律”包括《中华人民共和国网络安全法》、《中华人民共和国数据安全法》、《个人信息保护法》、《个人信息出境标准合同办法》、《促进和规范数据跨境流动规定》及中国政府或监管机构发布的或可能随时修订的任何其他适用数据保护法律。
- 1.6 **‘Processing’ or ‘Process’** means the collection, storage, use, processing, transmission, provision, disclosure, and deletion of Personal Data.
“正在处理”或“处理”指个人数据的收集、存储、使用、处理、传输、提供、披露和删除。
- 1.7 **‘Processor’** means ‘entrusted party’ as defined under the PIPL being the party who Processes Personal Data on behalf of and for the purpose of the Controller.
“处理者”指根据《个人信息保护法》定义的“受托方”，即为控制者处理个人数据的当事方。
- 1.8 **‘Standard Contract’** means the standard contract under the Measures on the Standard Contract for the Cross-Border Transfer of Personal Information.
“标准合同”指《个人信息出境标准合同办法》下的标准合同。
- 1.9 **‘Supervisory Authority’** means the Cyberspace Administration of China or any other regulatory authority of the PRC with authority to regulate the collection, transfer and processing of Personal Data and Other Data.
“监管机构”指中国网络空间管理局或其他有权监管个人数据和其他数据的收集、传输和处理的中國监管机构。

2 COLLECTION AND TRANSFERS OF DATA

数据收集与传输

- 2.1 The Controller and WTG agree to comply with all the provisions and obligations as set out in the Addendum, as read with the relevant provisions of PRC Data Protection Laws in respect of the collection, transfer and Processing of Personal Data or Other Data, as may be applicable.
控制者和 WTG 同意遵守本附录中列出的所有条款和义务，并根据适用的中国数据保护法律，就个人数据或其他数据的收集、传输和处理进行合规处理。
- 2.2 The Controller is responsible for providing all required notices and obtaining all required consents from the Data Subjects for transfer of Personal Data to WTG and, if applicable, Authorised Affiliates in or outside of the PRC and represents and warrants that, to the extent required, such notices and consents have been given and obtained in compliance with the requirements of PIPL and other PRC Data Protection Laws.
控制者负责提供所有必要的通知并获得所有必要的同意，以便将个人数据传输到 WTG，以及（如适用）传输到中国境内外的 WTG 授权关联方，并声明和保证，在需要的情况下，已根据《个人信息保护法》和其他中国数据保护法律的要求提供并获得了这些通知和同意。
- 2.3 If the Controller is restricted from transferring Personal Information out of China under PIPL or any other PRC Data Protection Laws, WTG may immediately discontinue using the relevant portion(s) of the licence, product or service and may terminate the relevant portion(s) of the licence, product or service and WTG shall return or destroy the Personal Data held by it at the choice of the Controller without undue delay.
如果控制者因《个人信息保护法》或其他中国数据保护法律的限制而无法将个人信息传输出中国，WTG 可以立即停止使用相关部分的许可、产品或服务，并可以终止相关部分的许可、产品或服务，且 WTG 应根据控制者的选择，毫不延迟地归还或销毁其持有的个人数据。
- 2.4 WTG agrees to assist the Controller as reasonably required for the Controller to comply with PIPL and other PRC Data Protection Laws, including (i) reporting to a Supervisory Authority or notifying the relevant Data Subjects about a Personal Data breach, (ii) responding to Data Subjects' requests for the exercise of their rights under PIPL, and (iii) providing information to the Controller or its engaged consultants or professional service providers for conducting Personal Data impact assessments or security assessments, as applicable.
WTG 同意根据控制者的合理要求提供协助，以帮助控制者遵守《个人信息保护法》和其他中国数据保护法律，包括 (i) 向监管机构报告或通知相关数据主体个人数据泄露事件，(ii) 响应数据主体的请求，行使其在《个人信息保护法》下的权利，以及 (iii) 向控制者或其委托的顾问或专业服务提供商提供信息，以进行个人数据影响评估或安全评估（如适用）。
- 2.5 To the extent required by PRC Data Protection Laws, the Controller and WTG agree to enter into stand-alone contractual agreements for the cross-border transfer of Personal Data and Other Data from the Controller to WTG as foreign recipient if the requisite thresholds under the PIPL are met and the Controller informs WTG that the obligation has been met. The parties otherwise agree that the stand-alone contract shall only be required if Supervisory Authority registration or approval is required.
根据中国数据保护法律的要求，控制者和 WTG 同意，在符合《个人信息保护法》规定的相关标准且控制者通知 WTG 该义务已得到履行，控制者和 WTG 就个人数据和其他数据的跨境传输签订独立的合同，将个人数据和其他数据从控制者传输给作为外国接收方的 WTG。双方另行同意，仅在需要监管部门登记或批准的情况下才需要该独立合同。
- 2.6 The Controller shall notify WTG if it is required to enter into and register a Standard Contract with the Supervisory Authority or obtain approval for the export of Personal Data or Other Data under PRC Data Protection Laws and the legal basis for such requirement.
如根据中国数据保护法要求 WTG 就个人数据和其他数据的出口签署标准合同并在监管机构登记或获得批准，控制者应当告知 WTG 及其该等要求的法律依据。
- 2.7 The Controller represents and warrants that it shall not transfer any Other Data to WTG without the separate express written consent of WTG.
控制者声明并保证，未经 WTG 的单独明确书面同意，不得将任何其他数据传输给 WTG。
- 2.8 The Controller shall indemnify WTG as well as any other applicable WTG Affiliate from any costs, charges, damages, expenses or losses any of them has incurred or any fines that have been

imposed on any of them as a result of the Controller violating any of the obligations in the foregoing sections. The Parties agree that the limitations of liability set forth in any other agreement between the parties shall not apply to the indemnification claim under this section. 控制者应赔偿 WTG 及任何其他适用的 WTG 关联方，由于控制者违反上述条款的任何义务而导致的任何费用、费用、损害赔偿、开支、损失或任何因此被施加的罚款。双方同意，任何其他协议中所列的责任限制不适用于本条款下的赔偿要求。

- 2.9 WTG shall only disclose the Personal Data to a third party if the third party is or agrees to be bound by this Schedule and the DPA and enters into any required data protection agreement under PRC Data Protection Laws.

WTG 仅在第三方同意受本附表和 DPA 的约束，并根据中国数据保护法律签署任何必要的的数据保护协议的情况下，才可向第三方披露个人数据。

3 ORDER OF PRIORITY, GOVERNING LAW AND JURISDICTION

优先级顺序、适用法律及管辖权限

- 3.1 This Schedule and the DPA shall be read and interpreted in light of the provisions of PIPL and other PRC Data Protection Laws. In the event of a conflict between the DPA and this Schedule, this Schedule shall prevail. In the event of a conflict between the Standard Contract or any other agreement for the transfer and Processing of Personal Data or Other Data, that the Controller and WTG separately agree and the DPA, the separate agreement shall prevail.

本附表和 DPA 应根据《个人信息保护法》和其他中国数据保护法律的条款进行解读。如果 DPA 与本附表之间发生冲突，应以本附表为准。如果标准合同或任何其他有关个人数据或其他数据传输与处理的协议与 DPA 发生冲突，且控制者与 WTG 另行签订了此类协议，应以该单独协议为准。

- 3.2 This Schedule read together with the DPA shall be governed by and construed in accordance with the laws of the PRC.

本附表连同 DPA 适用中国法律，并依其解释。

- 3.3 Any dispute arising from this Schedule read together with the DPA shall be resolved by Arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English.

本附表与 DPA 共同产生的任何争议应根据澳大利亚国际商业仲裁中心（ACICA）的仲裁规则进行仲裁。仲裁地点为澳大利亚悉尼，仲裁语言为英语。

Schedule 5 – Taiwan

附表 5 – 台湾

1 APPLICATION

适用范围

The Personal Data Protection Act (PDPA) applies as specified in this Schedule, which contains operative provisions for the implementation of the PDPA, to Controller and its Authorised Affiliates if either of these entities are subject to the PDPA and any of their Personal Data is transferred to WTG or its Affiliates outside of Taiwan.

《个人数据保护法》(PDPA) 按本附表的规定适用，并包含实施 PDPA 的有效条款，适用于控制者及其授权关联方，如果这些实体受限于 PDPA，并且它们的个人数据被传输到 WTG 或其关联方位于台湾以外的地方。

2 DATA EXPORTER / DATA IMPORTER

数据输出方/数据输入方

For the PDPA and this Schedule 5, the Controller and Authorised Affiliates are individually or collectively the 'Data Exporter' and WTG is the 'Data Importer'.

在 PDPA 和本附表 5 中，控制者和授权关联方单独或合称为“数据输出方”，WTG 为“数据输入方”。

3 DEFINITIONS

定义

In this Schedule 5:

在本附表 5 中：

Personal Data has the meaning given in the PDPA and refers to a natural person's name, date of birth, national identification card number, passport number, physical characteristics, fingerprints, marital status, family information, education background, occupation, medical records, healthcare data, genetic data, sex life, records of physical examination, criminal records, contact information, financial conditions, social activities and any other information that may be used to directly or indirectly identify a natural person. 'Personal Data' includes 'special categories of personal data' or 'sensitive personal data'.

个人数据具有 PDPA 中所定义的含义，指自然人的姓名、出生日期、身份证号、护照号、身体特征、指纹、婚姻状况、家庭信息、教育背景、职业、病历、健康数据、基因数据、性生活、体检记录、犯罪记录、联系方式、财务状况、社会活动及任何可直接或间接识别自然人的其他信息。“个人数据”包括“特殊类别的个人数据”或“敏感个人数据”。

Non-Government Agency has the meaning given in the PDPA and refers to a natural person, legal person or group other than a government agency. In complying with the obligations in the DPA, 'Non-Government Agency' replaces and substitutes 'Controller' in the DPA.

非政府机构具有 PDPA 中所定义的含义，指除政府机关外的自然人、法人或团体。在遵守 DPA 中的义务时，“非政府机构”替代并取代 DPA 中的“控制者”一词。

Commissioned Agency refers to a person or entity that Processes Personal Data under the commission or on behalf of others. In complying with the obligations in the DPA, 'Commissioned Agency' replaces and substitutes the term 'Processor' in the DPA.

委托机构指根据委托或代表他人处理个人数据的个人或实体。在遵守 DPA 中的义务时，“委托机构”替代并取代 DPA 中的“处理者”一词。

Processing or Process means any operation or set of operations performed on the Personal Data, which falls within the meaning of 'processing' or 'use' as defined in the PDPA, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

正在处理或处理指根据 PDPA 的定义，执行在个人数据上进行的任何操作或一系列操作，无论是否采

用自动化手段，包括收集、记录、组织、结构化、存储、调整或改变、检索、咨询、使用、传输披露、传播或以其他方式使其可用、对齐或合并、限制、删除或销毁。

PDPA, means the Personal Data Protection Act, which includes the Enforcement Rules of the PDPA (the **Enforcement Rules**) and other laws, regulations and rules relating to the protection of Personal Data in Taiwan.

PDPA 指《个人资料保护法》，包括《个人资料保护法实施细则》（“**实施细则**”）及其他有关台湾地区个人资料保护的法律法规和规章。

Proper Security Measures means the technical or organisational measures taken by Non-Government Agency for the purpose of preventing Personal Data from being stolen, altered, damaged, destroyed or disclosed, in accordance with Article 12 of the Enforcement Rules.
适当的安全措施指非政府机构为防止个人资料被窃取、篡改、损坏、销毁或泄露，根据实施细则第 12 条所采取的技术或组织措施。

4 INTERNATIONAL TRANSFER OF PERSONAL DATA

个人数据的国际传输

- 4.1 The Parties agree that the Non-Government Agency may transfer Personal Data to WTG, and WTG may receive and Process that Personal Data, subject to this Schedule 5 and this DPA.
受限于本附表 5 和本 DPA，双方同意，非政府机构可以将个人数据传输给 WTG，WTG 可以接收并处理这些个人资料。
- 4.2 For Article 21 of the PDPA, Non-Government Agency must not transfer any Personal Data to WTG if the Taiwan central government authority in charge of the industry concerned has imposed restrictions on the transfer under any of the following circumstances:
根据 PDPA 第 21 条，若台湾中央政府相关主管部门在以下任何一种情况下对数据传输进行限制，非政府机构不得将个人数据传输给 WTG：
- (a) where major national interests of Taiwan are involved;
涉及台湾地区重大国家利益的情况下；
 - (b) where an international treaty or agreement so stipulates;
国际条约或协议有此规定的情况下；
 - (c) where the country receiving the Personal Data lacks proper regulations on protection of Personal Data and the Data Subject's rights and interests may consequently be harmed;
or
接收个人资料的国家缺乏适当的个人资料保护法规，数据主体的权益因此可能受到损害的情况下；或
 - (d) where the cross-border transfer of the Personal Data to a third country (territory) is carried out to circumvent the PDPA.
将个人资料跨境传输至第三国（地区）以规避 PDPA 的情况下。

5 OBLIGATIONS OF THE DATA EXPORTER AND DATA IMPORTER

数据输出方和数据输入方的义务

- 5.1 For Article 13 of the PDPA and subject to section 8 of this DPA, WTG must promptly notify Non-Government Agency of any request made by a Data Subject to WTG under Article 10 of the PDPA and shall without undue delay communicate the request to Non-Government Agency. Non-Government Agency must determine whether to accept or reject the request within 15 days; the deadline may be extended by up to 15 days if necessary, and Non-Government Agency must notify the Data Subject in writing of the reason for the extension.
根据 PDPA 第 13 条，并受限于本 DPA 第 8 条的规定，WTG 必须在收到数据主体受限于 PDPA 第 10 条向 WTG 提出的任何请求后，立即通知非政府机构，并在没有不当延迟的情况下将该请求转告给非政府机构。非政府机构必须在 15 天内决定是否接受或拒绝该请求；如有必要，可延长最多 15 天，非政府机构应书面通知数据主体延期的原因。
- 5.2 For Article 13 of the PDPA, WTG must promptly notify Non-Government Agency of any request or dispute made by a Data Subject to WTG under Article 11 of PDPA and shall without undue

delay communicate the request to Non-Government Agency. Non-Government Agency must determine whether to accept or reject the request within 30 days; the deadline may be extended by up to 30 days if necessary, and Non-Government Agency must notify the Data Subject in writing of the reason for the extension.

根据 PDPA 第 13 条，WTG 必须在收到数据主体受限于 PDPA 第 11 条向 WTG 提出的任何请求或争议后，立即通知非政府机构，并毫不迟延地将该请求转达给非政府机构。非政府机构必须在 30 天内决定是否接受或拒绝该请求；如有必要，可延长最多 30 天，非政府机构应书面通知数据主体延期的原因。

- 5.3 For Article 27 of the PDPA, Non-Government Agencies in possession of Personal Data must implement Proper Security Measures to prevent the Personal Data from being stolen, altered, damaged, destroyed or disclosed. Taiwan central government authorities in charge of the industries concerned may designate and order certain Non-Government Agency to establish a security and maintenance plan for the protection of Personal Data and rules of disposing Personal Data following a business termination. Non-Government Agency shall comply with the plans and disposal regulations established by the central government authority in charge of the industry concerned.

根据 PDPA 第 27 条，持有个人数据的非政府机构必须实施适当的安全措施，以防止个人数据被窃取、篡改、损坏、销毁或泄露。台湾地区主管政府部门可指定并命令某些非政府机构制定保护个人数据的安全维护计划，并规定在业务终止后的个人数据处置规则。非政府机构必须遵守主管政府部门为该行业制定的计划和处置规定。

6 GOVERNING LAW AND JURISDICTION

适用法律和管辖

- 6.1 For Article 51 of the PDPA, this Schedule 5 read together with the DPA is governed by the laws of the Republic of China (Taiwan).

根据 PDPA 第 51 条，本附表 5 和 DPA 应受中华民国（台湾地区）法律的管辖。

- 6.2 The Parties agree that the Taiwan Taipei District Court has exclusive jurisdiction to resolve any dispute, controversy or claim arising out of or related to this Schedule 5.

双方同意，任何因本附表 5 而产生的争议、争论或索赔应由台湾地区台北地方法院专属管辖。

Schedule 6 – Australia

附表 6 – 澳大利亚

This Schedule 6 applies to the transfer of Personal Data of individuals in Australia by Controller to WTG outside Australia, for the Services provided under the Agreement (**Australian Transfers**).

本附表 6 适用于控制者将澳大利亚个人数据传输给位于澳大利亚以外的 WTG 以提供协议下的服务的情况（“**澳大利亚数据传输**”）。

1 DEFINITIONS

定义

1.1 In this Schedule:

本附表中：

APPs means the Australian Privacy Principles set out in Schedule 1 of the Privacy Act.

APPs 指《隐私法》附表 1 中规定的澳大利亚隐私原则（Australian Privacy Principles）。

Privacy Act means the *Privacy Act 1998* (Cth) and includes any successor or replacement legislation.

隐私法：指 1998 年《隐私法》（Privacy Act 1998）（联邦法），并包括任何继任或替代的立法。

2 APPS GENERALLY

APPS 的一般要求

2.1 The DPA addresses the requirements of the APPs in relation to Australian Transfers.

DPA 处理了与澳大利亚数据传输相关的 APPs 要求。

3 CROSS-BORDER DISCLOSURES

跨境披露

3.1 For the purposes of APP 8 (Cross-border disclosure of personal information), the DPA describes:

根据 APP 8（个人信息的跨境披露），DPA 描述为：

- (a) applicable laws to which WTG is subject to protect information disclosed to WTG by Controller; and
WTG 受限于适用法律保护由控制者披露给 WTG 的信息；以及
- (b) steps that WTG takes to protect information.
WTG 为保护信息所采取的步骤。

Schedule 7 – Brazil

附表 7 – 巴西

This Schedule 7 applies to the transfer of Personal Data of individuals in Brazil (**Brazil Personal Data**) by Controller to WTG outside Brazil, for the Services provided under the Agreement (**Brazilian Transfers**).

本附表 7 适用于控制者将巴西的个人的数据 (“**巴西个人数据**”) 传输给位于巴西以外的 WTG 以提供协议下的服务的情况 (“**巴西数据传输**”)。

1 PROCESSING PROVISIONS

处理条款

- 1.1 For section 6 of this DPA, WTG is considered a controller, when it Processes Personal Data for its own purposes of Product Development.
根据本 DPA 第 6 条, WTG 在为其自身的产品开发目的处理个人数据时, 被视为控制者。
- 1.2 For section 12 of this DPA, if WTG is a controller under section 1.1 of this Schedule 7 for Personal Data affected by a Personal Data Breach, then in addition to notifying Controller WTG must notify the Brazilian Data Protection Authority (**ANPD**) within 3 business days upon learning of the Personal Data Breach.
根据本 DPA 第 12 条, 如果 WTG 是本附表七第 1.1 条项下受个人数据泄露影响的控制者方, 则除通知控制者外, WTG 必须在了解个人数据泄露后 3 个工作日内通知巴西数据保护机构 (ANPD)。

2 TRANSFER PROVISIONS

传输条款

- 2.1 For this Schedule:
就本附件而言:
- (a) Controller is the ‘Data Exporter’;
控制者是数据输出方;
 - (b) WTG is the ‘Data Importer’; and
WTG 是数据输入方; 以及
 - (c) Data Exporter and Data Importer are jointly referred to as ‘Parties’.
数据输出方和数据输入方合称为“双方”。
- 2.2 Schedule 2 (EEA/Swiss/UK) of this DPA applies to Brazilian Transfers with the following changes: 本 DPA 附表 2 (EEA/瑞士/英国) 进行如下修改后适用于巴西数据传输:
- (a) any reference to ‘Data Protection Laws of the EEA and its member states, Switzerland or the UK, including but not limited to the GDPR’ shall mean data protection laws, directives or regulations applicable in Brazil, including, but not limited to the Law No. 13,709/2018 (Brazilian Data Protection Law or ‘LGPD’);
所有对“EEA 及其成员国、瑞士或英国的数据保护法, 包括但不限于 GDPR 的引用, 应指巴西适用的数据保护法律、指令或法规, 包括但不限于 2018 年第 13,709 号法 (巴西数据保护法或“LGPD”);
 - (b) references to ‘EU Member State’ or ‘Member State’ refer to the territory of Brazil;
凡提及“欧盟成员国”或“成员国”时, 均指巴西的领土;
 - (c) references to court jurisdiction and supervisory authority refer to the courts and supervisory authority of Brazil. Any dispute between the Parties in connection with the international transfer of Brazil Personal Data are to be resolved before the relevant courts of Brazil. All complaints by Data Subjects in connection with the international transfer of Brazil Personal Data are subject to the jurisdiction of the ANPD, as applicable; and
凡提及法院管辖权和监管机构时, 均指巴西的法院和监管机构。双方就巴西个人数据的国际传输产生的任何争议应提交巴西相关法院解决。所有与巴西个人数据国际传输相关的数据主体投诉应视情况受限于 ANPD (如适用) 的管辖; 以及

- (d) general and specific references in the EU SCCs to the GDPR, EU or EU member state law have the same meaning as the equivalent reference in the LGPD.
欧盟 SCCs 中关于 GDPR、欧盟或欧盟成员国法律的一般和特定引用，应与 LGPD 中的同等引用具有相同含义。

Schedule 8 – Turkey

附表 8 – 土耳其

1 TRANSFER PROVISIONS

传输条款

- 1.1 Under Turkish Data Protection Law No. 6698 (**Turkish DP Law**), the Turkish Standard Contracts as announced by the Turkish Personal Data Protection Authority (**Turkish Authority**) on its website (**Turkish SCs**) must be executed between Controller (on its own behalf and on behalf of its Authorised Affiliates) and WTG for the transfer of Personal Data to third countries other than Turkey and the executed Turkish SCs shall be an integral part of this DPA.
根据土耳其《6698 号数据保护法》（“**土耳其 DP 法**”），土耳其个人数据保护局（“**土耳其管理局**”）在其网站上发布的土耳其标准合同（“**土耳其 SCs**”）必须由控制者（代表其自己和授权关联方）与 WTG 就个人数据传输到土耳其以外的第三国，而签署的土耳其 SCs 将成为本 DPA 不可分割的一部分。
- 1.2 The Turkish SCs apply as further specified in this Schedule, which contains operative provisions for the implementation of the Turkish SCs to Controller and its Authorised Affiliates, if either of Controller or its Authorised Affiliates is subject to the Turkish DP Law and Personal Data of these entities is being transferred to WTG outside of Turkey and in this case, the Parties agree to execute Turkish SCs and submit it to the Turkish Authority within five business days following its execution. The Parties must also notify the Turkish Authority within five business days in case of a change in the parties or the content of the Turkish SCs or the termination of the Turkish SCs.
土耳其 SCs 适用于本附表进一步规定的情况，包含实施土耳其 SCs 的操作性条款，适用于控制者及其授权关联方，如果控制者或其授权关联方受限于土耳其 DP 法，且这些实体的个人数据被传输到土耳其以外的 WTG。在这种情况下，双方同意签署土耳其 SCs，并在签署后的五个工作日内将其提交给土耳其管理局。若土耳其 SCs 的任何一方或内容发生变更，或土耳其 SCs 终止，双方也必须在五个工作日内通知土耳其管理局。
- 1.3 For the Turkish SCs and this Schedule 8, Controller and its Authorised Affiliates are individually or collectively the ‘Data Exporter’ and WTG is the ‘Data Importer’.
根据土耳其 SCs 和本附表 8，控制者及其授权关联方单独或合称为“数据输出方”，WTG 为“数据输入方”。
- 1.4 For Clauses 7.1(a) and 7.8 of the Turkish SCs, the instructions from Controller or its Authorised Affiliates to Process Personal Data and onward transfers to third parties are subject to section 5 of this DPA, including Subprocessors, located outside of Turkey for the purpose of the performance of the Services.
根据土耳其 SCs 第 7.1 条 (a) 和第 7.8 条，控制者或其授权关联方对个人数据的处理指令以及向第三方的传输受限于本 DPA 第 5 条，包括为了提供服务的目的位于土耳其以外的次级处理商。
- 1.5 For Clauses 7.4 and 15(d) of the Turkish SCs, the Parties agree that the certification of deletion of Personal Data shall be provided by WTG to Controller only upon written request.
根据土耳其 SCs 第 7.4 条和第 15(d) 条，双方同意，WTG 仅在控制者书面要求的情况下，提供个人数据删除证明。
- 1.6 For Clause 7.6(a) of the Turkish SCs, Controller is solely responsible for making an independent determination as to whether the technical and organisational measures in Annex II to the Turkish SCs meet its requirements. Controller agrees that at the time of execution of the DPA, having taken into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the Processing of Personal Data as well as the risks to individuals, the technical and organisational measures taken by WTG provide a level of security appropriate to the risk with respect to the Personal Data.
根据土耳其 SCs 第 7.6 条(a)，控制者应独立确定土耳其 SCs 附录 II 中的技术和组织措施是否符合其要求。控制者同意，在签署 DPA 时，考虑到技术水平、实施成本以及个人数据处理的性质、范围、背景和目的以及对个人的风险，WTG 采取的技术和组织措施为个人数据提供了与风险相适应的安全性。

- 1.7 For Clause 7.6(c) of the Turkish SCs, Personal Data Breaches must be handled in accordance with section 12 of this DPA provided that the Parties shall follow the procedures for each Personal Data Breach set out in the decisions of the Turkish Personal Data Protection Board ('Turkish Board') dated 24.01.2019 numbered 2019/10 and dated 18.09.2019 numbered 2019/271. 根据土耳其 SCs 第 7.6 条(c), 个人数据泄露应按照本 DPA 第 12 条进行处理, 前提是双方应遵循土耳其个人数据保护委员会 ("土耳其委员会") 于 2019 年 1 月 24 日第 2019/10 号和 2019 年 9 月 18 日第 2019/271 号决议中列出的个人数据泄露处理程序。
- 1.8 For Clause 7.8. of the Turkey SCs, WTG must handle Controller's requests for information and audit requests in accordance with section 10 of this DPA to the extent that the conditions in Clause 7.9. of the Turkish SCs are met. 根据土耳其 SCs 第 7.8 条, WTG 必须根据本 DPA 第 10 条处理控制者的信息请求和审计请求, 前提是符合土耳其 SCs 第 7.9 条的条件。
- 1.9 For Clause 8(a) of the Turkish SCs, the following applies:
根据土耳其 SCs 第 8(a)条, 下述规定适用:
- (a) WTG has Controller's general authorisation to engage Subprocessors in accordance with section 13 of this DPA. A current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service – which may be updated by WTG from time to time – can be found on the Privacy Documentation website. WTG must inform the Data Exporter of any changes to Subprocessors following the procedure in section 13 of this DPA.
根据本 DPA 第 13 条的规定, WTG 拥有控制者的一般授权聘用次级处理商。为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单 (由 WTG 不时更新) 可在隐私文件网站上找到。WTG 必须按照本 DPA 第 13 条规定的程序通知数据输出方任何关于次级处理商的变更。
- (b) If WTG enters into respective Turkish SCs which regulate 'Transfer Processor to Processor' with a Subprocessor in connection with the provision of the Services, then Controller grants WTG and its Affiliates authority to provide a general authorisation on behalf of Controller for the engagement of further Subprocessors by Subprocessors engaged in the provision of the Services, as well as decision-making and approval authority for the addition or replacement of any Subprocessors.
如果 WTG 与提供服务的次级处理商分别签署了“从处理商到处理商的传输”的土耳其 SCs, 则控制者授权 WTG 及其关联方, 以代表控制者为提供服务的次级处理商聘用进一步次级处理商提供一般授权, 以及增加或替换任何次级处理商的决策和批准权。
- 1.10 For Clause 10 of the Turkish SCs, and subject to section 8 of this DPA, WTG must inform Data Subjects on its website of a contact point authorised to handle complaints. WTG must inform Controller if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data in connection with the provision of the Services and must without undue delay communicate the complaint or dispute to Controller. Except for the obligations in Clause 10 of the Turkish SCs, WTG has no further obligation to handle the request, unless otherwise agreed with Controller in each individual case. The option under Clause 10(a) of the Turkish SCs shall not apply.
根据土耳其 SCs 第 10 条, 且受限于本 DPA 第 8 条, WTG 必须在其网站上通知数据主体一个经授权处理投诉的联络点。如果 WTG 收到数据主体就与服务提供相关的个人数据的投诉或争议, WTG 必须及时且毫不迟延地将该投诉或争议传达给控制者。除非与控制者就每一个例中另有约定, WTG 没有进一步的义务处理该请求。土耳其 SCs 第 10(a)条项下的选项不适用。
- 1.11 For Clause 11 of the Turkish SCs, the following applies:
根据土耳其 SCs 第 11 条, 下述规定适用:
- (a) WTG's liability under Clause 11(a) of the Turkish SCs shall be subject to the limitations of the Agreement.
根据土耳其 SCs 第 11(a)条, WTG 的责任应受限于协议中的责任限制条款。
- (b) WTG's liability under Clause 11(b) of the Turkish SCs shall be limited to any damage caused by its Processing where it has acted outside of or contrary to lawful instructions

of Controller.

根据土耳其 SCs 第 11(b)条, WTG 的责任应仅限于其在处理过程中超出或违反控制者合法指令所造成的任何损害。

- (c) WTG shall be exempt from liability under section 1.11(b) of this Schedule 8, if it proves that it is not in any way responsible for the event giving rise to the damage.
如果 WTG 能够证明其对于导致损害的事件不负任何责任, 则 WTG 应免于承担土耳其 SCs 第 1.11(b)条中的责任。

1.12 For Clause 12 of the Turkish SCs, the following applies:

根据土耳其 SCs 第 12 条, 下述规定适用:

- (a) the supervisory authority with responsibility for ensuring compliance by Controller with the Turkish DP Law and its secondary legislation shall be the Turkish Authority; and
负责确保控制者遵守土耳其 DP 法及其附属法律法规的监管机构应为土耳其管理局; 以及
- (b) if Controller is not established in Turkey but falls within the territorial scope of application of the Turkish DP Law and has appointed a representative under Art. 11 of the Regulation on the Data Controllers' Registry, then the supervisory authority shall be the Turkish Authority and shall act as competent data protection supervisory authority.
如果控制者未在土耳其境内设立, 但其属于土耳其 DP 法适用的地域范围内, 并根据《数据控制者注册条例》第 11 条委派一名代表, 则监管机构应为土耳其管理局, 并应作为主管的数据保护监管机构。

1.13 For Clause 14 of the Turkish SCs, the following applies:

根据土耳其 SCs 第 14 条, 下述规定适用:

- (a) WTG must notify Controller (only) and not the Data Subject(s) in each and every case it 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 under the Turkish SCs; and
在 WTG 收到公共机构 (包括司法机关) 发出的具有法律约束力的请求, 要求根据目的地国法律要求披露在土耳其 SCs 项下传输的个人数据时, WTG 必须仅通知控制者而非数据主体; 以及
- (b) Controller shall be solely responsible for promptly notifying the Data Subject(s) as necessary.
控制者应全权负责根据必要情况及时通知数据主体。

1.14 For Clause 17 of the Turkish SCs, the governing law is Turkish Law.

根据土耳其 SCs 第 17 条, 适用土耳其法律。

1.15 Any dispute arising out of this Schedule 8 and Turkish SCs is governed by Turkish laws and the Parties agree to acknowledge the exclusive judicial authority of İstanbul Çağlayan courts.

任何因本附表 8 和土耳其 SCs 引起的争议应受土耳其法律管辖, 双方同意承认伊斯坦布尔 Çağlayan 法院的专属司法管辖权。

1.16 The Appendix to the Turkish SCs shall be completed as follows:

土耳其 SCs 附录应按以下方式填写:

- (a) Annex I of the Turkish SCs shall be filled-out in line with section 1 and section 2 of Schedule 1 (Description of Processing) of this DPA. In addition to the information indicated in Schedule 1 (Description of Processing) of this DPA, the Data Controllers' Registry System information of the Data Exporter shall be indicated;
土耳其 SCs 的附录 I 应根据本 DPA 附表 1 (处理的描述) 的第 1 条和第 2 条填写。除了本 DPA 附表 1 (处理的描述) 中列出的信息外, 还应列出数据输出方的“数据控制者注册系统”信息;
- (b) the technical and organisational measures in the description of the TOMs for the relevant Service are Annex II to the Turkish SCs; and
相关服务的 TOMs 描述中的技术和组织措施在土耳其 SCs 的附录 II 中; 以及
- (c) the current list of Subprocessors engaged in Processing Personal Data for the performance of each applicable Service, which may be updated by WTG from time to

time, and which can be found on the Privacy Documentation website, is Annex III to the Turkish SCs.

为履行各项适用服务而聘用的处理个人数据的次级处理商的最新名单（由 WTG 不时更新）可在隐私文件网站上找到，载于土耳其 SCs 的附录 III 中。

2 PROCESSING PROVISIONS

处理条款

- 2.1 The Parties agree to process and transfer Special Categories of Personal Data by taking the measures specified in the decision of the Turkish Board dated 31.01.2018 and numbered 2018/10 on 'Adequate Measures to be Taken by Data Controller for the Processing of Special Categories of Personal Data', if the Processor Processes the Special Categories of Personal Data on behalf of Controller.

如果处理方代表控制者处理特殊类别的个人数据，双方同意按照土耳其委员会于 2018 年 1 月 31 日发布的编号为第 2018/10 号，关于“数据控制者为处理特殊类别的个人数据采取的适当措施”的决定中规定的措施处理并传输特殊类别的个人数据。

- 2.2 If it is a Processor, then WTG accepts and undertakes that it shall be subject to a duty of confidentiality with respect to the Personal Data that it Processes on behalf of Controller for an indefinite period.

如果 WTG 是处理者，WTG 同意并承诺无期限地对其代表控制者处理的个人数据承担保密义务。

- 2.3 If both Parties are deemed as a Controller, then Controller agrees, declares and undertakes that: 如果双方均被视为控制者，控制者同意、声明并承诺：

- (a) the Personal Data transferred to WTG has been collected, Processed, and transferred to WTG in compliance with the Turkish DP Law and its secondary legislation; and 传输给 WTG 的个人数据已经根据土耳其 DP 法及其附属法规进行收集、处理和传输；以及
- (b) in case of a Personal Data Breach or an incident that might be qualified as a Personal Data Breach, subsection 1.7 of section 1 of this Schedule also applies to Controller. 如果发生个人数据泄露或可能被定性为个人数据泄露的事件，本附表第 1 节第 1.7 条中的条款也适用于控制者。

- 2.4 If a Party receives an application from a Data Subject or a request/notification from public institutions or organisations with regard to Personal Data Processing which is essentially under the responsibility of the other Party, then the receiving Party shall provide the other Party with the relevant application, request or notification and the Parties must provide each other with the necessary information or documents in order to enable the responsible Party to respond to the relevant application, request or notification in a timely manner.

如果一方收到数据主体的申请或来自公共机构或组织的关于个人数据处理的请求/通知，而该请求/通知应由另一方负责，则接收方应将相关申请、请求或通知提供给另一方，双方必须互相提供必要的信息或文件，以便负责方及时回应相关申请、请求或通知。

- 2.5 The Parties agree that the Parties' Processors will comply with the undertakings given to the other Party under this Schedule and that Controller is directly liable to the other Party for any damages that may arise from non-compliance by its Processors with these undertakings. 双方同意，双方的处理者将遵守在本附表项下对另一方作出的承诺，控制者对另一方的处理者不遵守该等承诺而可能导致的任何损害直接向另一方承担责任。

- 2.6 Controller accepts, declares, and undertakes to appropriately inform Data Subjects on behalf of WTG by providing the privacy notice of WTG, which can be found on the WiseTech Global [website](#), regarding (i) the Processing of Controller's Personal Data if Controller is a natural person, and (ii) the Processing of the Personal Data of Controller's employees or officials. 控制者同意、声明并承诺代表 WTG 通过提供 WTG 的隐私通知（可以在 WTG 网站上找到）来适当通知数据主体，内容涉及 (i) 处理控制人的个人数据（如果控制人是自然人），以及 (ii) 处理控制人的员工或官员的个人数据。