WiseTech Global Data Processing Addendum
慧諮環球數據處理補充協議

CONTENTS
目錄

INTRODUCTION
導言

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.
本數據處理補充協議及其附表（**"DPA"**）是 WTG 與相關交易方就 WTG 提供服務（**"服務"**或**"協議"**）所簽訂協議的一部分。本 DPA 反映了協議雙方就個人數據處理達成協議及 WTG 對保障個人數據處理安全的承諾。

TERMS
條款

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 預先簽署，自控制者接受之日起生效（**"生效日"**）。控制者以其自身名義並代表其授權關聯方通過以下方式接受本 DPA：

(a) signing and accepting the Agreement in which this DPA is incorporated;
簽署並接受包含本 DPA 的協議；

(b) signing this DPA;
簽署本 DPA；

(c) acceptance of this DPA in a 'click-to-accept' process, such as when creating an organisation account on eRequest; or
在"點擊接受"過程中接受本 DPA，例如在 eRequest 上創建組織帳戶時；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 通知後繼續使用服務十天，通知中已說明 DPA 適用於控制者個人數據的處理，並且控制者有選擇權可以通過終止協議來拒絕接受 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
填寫並簽署附表 1 第 1 節中"數據輸出方"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.
根據第 1.1 條接受後的十日內，將填寫完整並簽署的附表 1 第 1 節透過電子郵件發送至 licensemanagement@wisetechglobal.com。

2 SCOPE OF APPLICATION
適用範圍

2.1 This DPA is an addendum to and forms part of the Agreement if:
本 DPA 是協議的補充協議，構成協議的一部分，若：

(a) the entity accepting this DPA as Controller is party to the Agreement; and
作為控制者接受本 DPA 的實體是協議的一方；以及

(b) WTG is a Processor for Controller in relation to the Services provided under the Agreement.
WTG 是與根據協議提供的服務相關的控制者的處理者。

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.
如果聲稱接受或簽署本 DPA 的實體沒有通過成為協議的一方而與 WTG 建立直接的合同關係，則本 DPA 無效或不具約束力。

3 DEFINITIONS
定義

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.
關聯方是指任何標的實體控制、受其控制或受其共同控制的實體。就本定義而言，"控制"（包括"受控制"和"共同控制"等）是指直接或間接擁有權力，通過擁有有表決權的證券、合同或其他方式，對該實體的管理或政策進行指導或施加控制性影響。

Authorised Affiliate means any of Controller's Affiliates which:
授權關聯方是指控制者的任何關聯方，這些關聯方：

(a) are subject to Data Protection Laws requiring entry into a data processing agreement; and
受數據保護法約束，需要簽訂數據處理協議；以及

(b) are permitted to use Services under the Agreement.
獲准根據協議使用服務。

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).
控制者指協議的非 WTG 方，包括其授權關聯方（除非另有說明）。當協議的非 WTG 方或其任何授權關聯方根據數據保護法作為處理者行事時（在這種情況下，WTG 作為次級處理商行事），也使用"控制者"一詞。

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.
數據保護法是指適用於根據 DPA 處理個人數據的所有法律和法規，包括所有國際、國家、州和地方法律和法規，例如包括歐洲經濟區及其成員國、瑞士、英國、澳大利亞和美國的法律，包括但不限於 CCPA 以及其他美國聯邦和州法律。

Data Subject means the identified or identifiable person to whom Personal Data relates.
數據主體是指與個人數據有關的已識別或可識別的人。

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.
數據主體請求是指數據主體為行使其在數據保護法下的權利而提出的任何請求，包括數據主體的訪問權、更正權、限制處理權、刪除權（又稱"被遺忘權"）、數據可攜性、反對處理權或不服從個人自動決策的權利。

EEA means the European Economic Area.
EEA 指歐洲經濟區。

EU means the European Union.
EU 指歐盟。

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.
歐盟 SCCs 是指根據 2021 年 6 月 4 日歐盟委員會實施決定（EU）2021/914 批准的歐洲議會和理事會條例（EU）2016/679 向第三國傳輸個人數據的標準合同條款，目前載於 https://eurlex.europa.eu/eli/dec_impl/2021/914/oj。

eRequest is WTG's customer support ticketing system.
eRequest 是 WTG 的客戶支持票务系统。

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 指歐洲議會和歐盟理事會 2016 年 4 月 27 日頒佈的關於在個人數據處理者面保護自然人以及關於此類數據自由流動並廢除第 95/46/EC 號指令（《通用數據保護條例》）的第 2016/679 號歐盟條例。

ICO UK Addendum means the template Addendum B.1.0 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 指英國資訊專員發佈的範本 Addendum B.1.0，該範本於 2022 年 2 月 2 日根據《2018 年英國數據保護法》第 119A 條提交英國議會，並根據其強制性條款第 18 條不時進行修訂。

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，"雙方"是對控制者和 WTG 的合稱。

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.
個人數據是指與已識別或可識別的自然人有關的任何資訊，並且是協議中定義為"客戶數據"、"您的數據"或類似術語的數據（部分），前提是該數據是由控制者提交或為控制者服務而提交的電子數據和資訊。

Privacy Documentation means the WTG Privacy help centre available at https://wisetechglobal.com/legal/privacy-help-center/.
隱私檔指 WTG 隱私幫助中心，網址為 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.
正在處理或**處理**指對個人數據進行的任何操作或一系列操作，無論是否採用自動化手段，包括收集、記錄、組織、構建、存儲、改編或更改、檢索、諮詢、使用、通過傳輸、傳播或以其他方式提供而披露、排列或組合、限制、刪除或銷毀。

Processor means the entity that Processes Personal Data on behalf of the Controller.
處理者指代表控制者處理個人數據的實體。

Subprocessor means any processor engaged by WTG or a member of the WTG Group and any further processors engaged by those processors.
次級處理商是指 WTG 或 WTG 集團成員聘用的任何處理者以及這些處理者聘用的任何其他處理者。

TOMs means the technical and organisational measures for the relevant Service whose description is available on the [Privacy Documentation](#) website.
TOMs 指相關服務的技術和組織措施，其說明可在隱私檔的網站上查閱。

WTG means the WTG entity which is a party to the Agreement.
WTG 指作為協議一方的 WTG 實體。

WTG Group means WTG and its Affiliates engaged in the Processing of Personal Data.
WTG 集團指從事個人數據處理的 WTG 及其關聯方。

4   DESCRIPTION OF PROCESSING
處理說明

Details of Processing operations, including categories of Personal Data and the purposes of Processing, are in Schedule 1.
處理操作的詳情，包括個人數據的類別和處理目的，見附表 1。

5   PROCESSING ON CONTROLLER'S INSTRUCTIONS
根據控制者的指示進行處理

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，根據數據保護法，控制者是個人數據（或類似概念）的控制者，而根據數據保護法，WTG 是該數據（或類似概念）的處理者，除非控制者為個人數據的處理者，在此情況下，根據數據保護法，WTG 是次級處理商（或類似概念）。在後一種情況下，控制者向 WTG 保證，控制者的指示，包括指定 WTG 為次級處理商，均已獲得相關控制者（控制者作為處理者代表該控制者行事）的授權。

5.2   WTG must Process Personal Data on behalf of and only in accordance with Controller's documented instructions for the following purposes:
WTG 必須代表控制者且僅根據控制者的書面指示出於以下目的處理個人數據：

(a)   Processing in accordance with the Agreement;
根據協議進行處理；

(b)   Processing initiated by users in their use of the Services, which is consistent with the terms of the Agreement; and
用戶在使用服務時發起的符合協議條款的處理；以及

(c)   Processing to comply with other documented reasonable instructions provided by Controller (e.g., via email).
為遵守控制者提供的其他合理的書面指示（例如通過電子郵件）而進行的處理。

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).
如果適用法律要求，WTG 還將在沒有控制者的書面指示的情況下處理個人數據。在這種情況下，

WTG 必須在處理之前將法律要求告知控制者，除非法律禁止這樣做（在適用 GDPR 或 UK GDPR 的情況下：基於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 認為控制者發出的指令可能違反 GDPR，WTG 必須通知控制者。在此情況下，或在 WTG 認為控制者的任何指令可能違反任何其他數據保護法的情況下，WTG 有權暫停執行相應指令，直至控制者審查後確認或更改該指令。為此，控制者同意就指令的合法性向 WTG 提供一切合理的協助和保證。

6 PROCESSING FOR WTG'S OWN PURPOSES
出於 WTG 自身目的的處理

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**).

控制者授權 WTG 出於 WTG 自身的一般產品研究和開發目的處理個人數據，包括開發新的產品、服務或非特定服務或客戶專用的組件（統稱為"**產品開發**"），前提是此處理的結果不會識別控制者或其用戶或任何其他自然人，或以其他方式洩露控制者的機密資訊（"**產品開發處理**"）。

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

為產品開發處理，WTG 將採用數據最小化原則，不得將個人數據用於或以其他方式處理個人數據為了：

(a) user profiling;
用戶特徵描述；

(b) advertising or similar commercial purposes, or
廣告或類似商業目的，或

(c) any other purpose, other than for Product Development as set out in section 6.1.
除第 6.1 條規定的產品開發目的之外的任何其他目的。

7 CONTROLLER OBLIGATIONS
控制者義務

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.

控制者在使用服務時，必須根據數據保護法的要求處理個人數據，包括向數據主體提供關於使用 WTG 作為處理者或次級處理商的通知的任何適用要求。

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.

控制者處理個人數據的指示必須符合數據保護法。控制者對個人數據的準確性、品質和合法性以及控制者獲取個人數據的方式負全部責任。控制者聲明並保證，其對服務的使用不侵犯任何數據主體的權利，包括在數據保護法規定的適用範圍內選擇不出售或以其他方式披露個人數據的數據主體的權利。

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).
除非與 WTG 就特定服務達成明確約定，否則控制者在使用服務時不得處理根據數據保護法被定義為特殊類別個人數據或敏感個人數據（或類似概念）的任何個人數據（包括揭示種族或民族血統、政治觀點、宗教或哲學信仰、工會會員身份的個人數據、基因數據、用於唯一識別自然人身份的生物識別數據、健康數據、與自然人的性生活或性取向有關的數據）。

8   DATA SUBJECT RIGHTS
數據主體權利

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.
在法律允許的範圍內，WTG 必須及時通知控制者其收到的與控制者個人數據有關的數據主體請求。

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 不得對數據主體請求作出實質性回應，除非得到控制者的書面授權（電子郵件即可）。

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.
考慮到處理的性質，WTG 必須盡可能地通過適當的技術和有組織的措施協助控制者履行控制者根據數據保護法回應數據主體請求的義務。

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務時沒有能力處理數據主體請求，則在控制者的請求下，WTG 必須做出商業上合理的努力，協助控制者回應數據主體請求。此義務僅在 WTG 在法律上被准許且對數據主體請求的回應是根據數據保護法所要求的情況下適用。除非適用法律禁止，否則控制者必須償還 WTG 與此協助相關的費用（包括內部費用）。

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 已對相關服務實施 TOMs，以確保個人數據的安全。這包括保護個人數據免遭安全漏洞導致的意外或非法破壞、丟失、更改、未經授權的披露或訪問（**"個人數據洩露"**）。在評估合適的安全級別時，雙方必須適當考慮技術水準、實施成本、處理的性質、範圍、背景和目的以及對數據主體涉及的風險。

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 負責監督 TOMs 的遵守情況，並且，只要該更改不會嚴重降低服務的整體安全性，並能維持數據保護法所要求的安全級別，WTG 可自行決定更改 TOMs。WTG 將按慣例通過更新說明發佈對相關服務的 TOMs 的任何實質性更新，並將為控制者提供訂閱相關更新的機制。

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 必須確保其處理個人數據的員工知悉個人數據的保密性，並已接受有關其責任的適當的培訓，以及已作出保密承諾或承擔適當的法定保密義務。

10   CERTIFICATIONS, INFORMATION REQUESTS AND AUDITS
認證、資訊要求和審計

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 必須維持一項審計計畫，以幫助確保其遵守本 DPA 規定的義務，並必須向控制者提供資訊，以證明其遵守本 DPA 第 10 節規定的義務。

10.2 WTG has obtained the certifications and audit reports set out in the Information Security Documentation for the relevant Service.
WTG 已獲得相關服務的資訊安全檔中規定的認證和審計報告。

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 節規定的前提下，控制者可在不存在不合理干擾 WTG 業務運營的情況下，在合理的事先通知後，在正常營業時間內對 WTG 進行審計，或指定第三方審計員（該審計員須遵守保密義務且不為 WTG 的競爭對手）進行審計，審計費用由控制者承擔。

10.4 The following requirements apply to audits under section 10.3:
以下要求適用於第 10.3 節規定的審計：

(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.
控制者同意每年對 WTG 的審計不超過一次，且應提前至少 30 天合理通知 WTG，除非數據保護監管機構或法院做出最終決定並對控制者具有約束力，或在 WTG 發生與控制者個人數據相關的個人數據洩露後根據數據保護法要求而進行額外審計。

(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.
在開始任何現場審計之前，控制者和 WTG 必須就審計的範圍、時間和持續時間達成一致。WTG 必須應要求在合理時間內向控制者提供相關資訊，以協助對本 DPA 規定的處理進行審計。

(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.
現場審計將遵守 WTG 合理要求的安全、工作場所和安保規則，以確保控制者和 WTG 員工的安全、系統的安全以及 WTG 和 WTG 客戶數據的保密性。

(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.

在決定審計時，控制者必須考慮 WTG 持有的相關認證或提供的審計報告，以及相關服務的資訊安全檔中的規定。如果要求的審計範圍在有資質的第三方審計員在前十二個月內出具的認證或審計報告中有所涉及，且 WTG 向控制者提供的認證或報告確認所審計的控制措施沒有已知的重大變化，則控制者同意接受第三方審計報告中提出的審計結果，而不是要求對認證或報告中涉及的相同控制措施進行審計。

(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.

控制者必須確保對審計報告的結果保密，除非數據保護監管機構、法院或數據保護法要求披露。

(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 在審計進行之前或在提供資訊之前通知控制者將產生的費用，則 WTG 可向控制者收取因回應資訊請求和協助審計而產生的合理費用（包括內部員工和外部承包商的費用）。

11 DATA PROTECTION IMPACT ASSESSMENTS
數據保護影響評估

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:

應控制者的要求且在控制方承擔費用的情況下，WTG 必須向控制者提供合理的合作和協助，以進行數據保護影響評估，或就控制者使用服務的情況提前諮詢數據保護監管機構，但僅限於以下範圍：

(a) necessary to comply with Controller's obligations under Data Protection Laws;
為遵守數據保護法規定的控制者義務所必需；

(b) Controller does not otherwise have access to the relevant information (including as part of the Privacy Documentation provided by WTG); and
控制者無法以其他方式獲取相關資訊（包括作為 WTG 提供的隱私檔的一部分）；以及

(c) WTG holds relevant information.
WTG 擁有相关信息。

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 知道發生個人數據洩露後，必須及時通知控制者。根據處理的性質和 WTG 可獲得的資訊，通知必須包括能夠合理協助控制者遵守數據保護法規定的控制者自身的通知義務的相關資訊。在無法

同時提供所有相關資訊的情況下，WTG 可毫不遲延地分階段提供資訊。控制者同意與 WTG 協調，向受影響的數據主體或相關部門提供有關個人數據洩露的任何預期公開聲明或必要通知的內容。

13 SUBPROCESSORS
次級處理商

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.
控制者同意並一般授權 WTG 或 WTG 關聯方聘用次級處理商。為履行各項適用服務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找到。WTG 或 WTG 關聯方已與每個次級處理商簽訂了書面協議，其中包含的數據保護義務實質上不低於本 DPA 中關於保護個人數據的規定，但以適用於次級處理商所提供服務的性質為限。

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.
隱私檔包含一種機制，用於訂閱每項適用服務的新次級處理商通知，如果控制者訂閱，WTG 必須通過該機制向控制者提供新次級處理商通知。

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.
若控制者反對 WTG 使用新的次級處理商，控制者可在收到 WTG 根據上述第 13.2 條所述機制發出的通知後十日內，及時以書面形式通知 WTG。如果控制者反對新的次級處理商，且該反對意見有正當理由且並非不合理，則 WTG 必須盡合理努力向控制者提供服務變更，或作為替代，建議對控制者的配置或服務使用進行商業上合理的變更，以避免有爭議的新次級處理商處理個人數據，同時不會給控制者造成不合理的負擔。如果 WTG 無法在合理期限（不得超過 30 天）內提供該變更，則控制者可以向 WTG 發出書面通知，終止 WTG 在不使用有爭議的新次級處理商的情況下無法提供的服務的相關部分。

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.
次級處理商的任何處理行為都不能免除 WTG 在本 DPA 下的責任，WTG 應對次級處理商的行為和疏忽承擔責任，其責任範圍與 WTG 直接根據本 DPA 的條款為每個次級處理商提供服務的責任範圍相同，但須遵守本 DPA（特別是下文第 15 條）和本協議中的限制規定。

14 AUTHORISED AFFILIATES
授權關聯方

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.

控制者承認並同意，以其授權關聯方的名義並代表其授權關聯方簽署本 DPA，包括歐盟 SCCs（如有），必要時對從瑞士向英國的傳輸進行調整（以 ICO UK Addendum 的形式），從而在 WTG 和每個授權關聯方之間建立單獨的 DPA（如適用）和單獨的歐盟 SCCs，但須遵守本第 14 條的規定。各授權關聯方同意受其 DPA 義務的約束，並在適用的情況下，受納入本 DPA 的歐盟 SCCs 義務的約束。為免生疑問，授權關聯方並未與 WTG 簽訂單獨的協議。

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.

控制者負責協調根據本 DPA 及根據與其授權關聯方的 DPA 與 WTG 進行的所有溝通，並負責代表其授權關聯方進行和接收與 DPA 有關的任何溝通。

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:

如果授權關聯方與 WTG 簽訂了 DPA，則其有權根據該 DPA 行使控制者的權利並尋求救濟，但受限於以下規定：

(a) its exercise of rights and remedies is limited to the extent required under Data Protection Laws;
其行使的權利和救濟措施僅限於數據保護法要求的範圍；

(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:
除非數據保護法要求授權關聯方直接針對 WTG 行使該 DPA 下的權利或尋求任何救濟，否則雙方同意：

(i) only the Controller may exercise any right or seek any remedy on behalf of the Authorised Affiliate, and
僅控制者可代表授權關聯方行使任何權利或尋求任何救濟，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 及其授權關聯方的 DPA 下的任何權利時，不得為每個授權關聯方單獨行使，而應為控制者及其所有授權關聯方共同行使（例如依據下文第 14.3(c)條行使權利時）。

(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.
雙方同意，在根據第 10 條進行審計時，控制者必須採取一切合理措施限制對 WTG 和次級處理商的任何影響，並應在合理可能的範圍內，將代表控制者及其所有授權關聯方進行的若干審計請求合併為一次審計。

(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.
控制者聲明並保證，其已獲得授權關聯方的正式授權，以授權關聯方的名義並代表授權關聯方簽訂單獨的 DPA，並在必要時簽訂單獨的歐盟 SCCs。

15 LIMITATION OF LIABILITY
責任限制

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.
一方及其所有關聯方合計因本 DPA 以及授權關聯方與 WTG 之間的所有 DPA 而產生的或與之相關的責任，無論是合同責任、侵權責任還是任何其他種類的責任，均受限於協議中規定的責任限制，任何提及一方的責任均指該方及其所有關聯方在協議和所有 DPA 下的責任合計。

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 及其關聯方的總責任，針對控制者及其所有授權關聯方因協議及所有 DPA 引起或與之相關的所有索賠，適用於根據協議及協議項下所有 DPA 提出的所有索賠的總額，包括控制者及所有授權關聯方的索賠，並且特別說明，該責任不適用於控制者或任何作為 DPA 合同方的授權關聯方的個別或連帶責任。

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.
如果協議沒有包含責任總體上限，則每一方及其所有關聯方因本 DPA 以及授權關聯方與 WTG 之間的所有 DPA（無論是合同、侵權或其他任何種類責任）所引起或與之相關的責任，將在總額上不超過控制者及其授權關聯方在發生引發責任的首個事件之前十二個月內為該服務支付的總金額。

16 EEA/SWISS/UK INTERNATIONAL TRANSFERS
EEA/瑞士/英國國際數據傳輸

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.
在提供服務時，WTG 可能會將控制者或任何授權關聯方的個人數據（該數據受 EEA、瑞士或英國的數據保護法管轄）傳輸給 WTG 及其次級處理商，且該傳輸發生在 EEA、瑞士或英國之外。

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.
對於第 16.1 條所述的數據傳輸，控制者（代表其自身及其授權關聯方）和 WTG 同意根據本 DPA 第 1.1 條和 1.2 條的接受條款，遵守歐盟 SCCs（模組 2：控制者到處理者的傳輸），並根據需要調整以適應從瑞士和英國的傳輸（以 ICO UK Addendum 的形式）。這些歐盟 SCCs 被視為已完全納入本 DPA，並按附表 2 中的進一步規定適用。如果歐盟 SCCs（模組 2：控制者到處理者的傳輸）不再有效或不允許將個人數據國際傳輸到 WTG，控制者同意真誠合作，簽訂任何額外協議或採取其他行動，以符合法律要求，確保雙方遵守數據保護法律下的傳輸要求。

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，當 WTG 根據本 DPA 聘用次級處理商代表控制者執行處理活動並涉及將個人數據傳輸到 EEA、瑞士或英國以外的地區時，WTG 和次級處理商可以依賴歐盟 SCCs（模組 3：處理者到處理者的傳輸），並根據需要調整以適應從瑞士和英國的傳輸，前提是滿足使用這些標準合同條款的條件。

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 的主要內容與歐盟 SCCs（模組 2：控制者到處理者的傳輸）之間存在任何衝突或不一致，且這些條款根據需要為瑞士和英國的傳輸進行調整（以 ICO UK Addendum 的形式），則以（調整後的）歐盟 SCCs 為准。

17 OTHER COUNTRY–SPECIFIC PROVISIONS
其他國家特定條款

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.

在提供服務時，WTG 可能會將控制者或任何授權關聯方的個人數據（該數據受 EEA、瑞士或英國以外法域的數據保護法管轄）傳輸給 WTG 及其位於這些法域以外的次級處理商。

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.

對於第 17.1 條所述的數據傳輸，並為了解決某些特定法域的處理要求，附表 3 及其後續條款中的規定構成本 DPA 的不可分割部分，並按附表中進一步規定的內容適用。

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 的主要內容與附表 3 及其後續條款之間存在任何衝突或不一致，則以附表 3 及其後續條款為准。

18 DURATION AND TERMINATION; RETURN OR DELETION OF PERSONAL DATA
持續時間和終止；個人數據的返還或刪除

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 條中生效日期起生效，在協議終止或協議項下的處理活動永久停止時自動終止。

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 終止，則 WTG 必須根據控制者的選擇，將代表控制者處理的所有個人數據返回給控制者或刪除，除非適用法律要求存儲個人數據。根據控制者的要求，WTG 必須書面確認已遵守這些義務。如果控制者未在 60 個日曆日內行使其個人數據返還的權利，則 WTG 可以刪除控制者的個人數據。

19 MISCELLANEOUS PROVISIONS
其他條款

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 可以根據協議中規定的方式進行更改或修訂，或者在數據保護法要求的情況下，由 WTG 進行更改。WTG 的任何更改或修訂必須提前通知控制者。如果控制者在收到 WTG 通知本 DPA 更改或修訂後的十天內繼續使用服務，並且已經提供瞭解除協議的選擇，則繼續使用服務十天即視為對 DPA 更改或修訂的接受。

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 的任何條款的無效不影響其餘條款的有效性。雙方必須合作制定能夠合法有效的條款，其商業效果盡可能接近原無效條款的原意。此條款同樣適用於填補 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.

任何根據法定條款或司法或監管決定產生的 WTG 義務不受本 DPA 的影響。

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 不替代協議中關於控制者個人數據處理的任何類似或額外的權利。如果本 DPA 與協議之間存在任何衝突或不一致，以本 DPA 為准。

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 受雙方協議所適用的相同法律管轄，但歐盟 SCCs 適用根據歐盟 SCCs 第 17 條和本 DPA 附表 2（EEA/瑞士/英國特定傳輸條款）第 14 條的適用法律，以及任何受英國 GDPR 管轄的數據傳輸，適用本 DPA 附表 2（EEA/英國/瑞士特定傳輸條款）第 18 條與 ICO UK Addendum 第 15(m)條的相關條款。受附表 3 及其後續條款管轄的數據傳輸受相關附表中相關法律管轄（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 已以多種語言執行。如本 DPA 的不同語言版本之間存在任何衝突或不一致，則以英語版本的 DPA 為準。(英文版本可參閱: https://www.wisetechglobal.com/legal/dpa/)。

List of Schedules
附表目錄

Schedule 1: Description of Processing
附表 1：處理過程的描述
Schedule 2: EEA/Swiss/UK
附表 2：EEA/瑞士/英國
Schedule 3: U.S.
附表 3：美國
Schedule 4: PRC

Schedule 5: Taiwan
附表 5：臺灣
Schedule 6: Australia
附表 6：澳大利亞
Schedule 7: Brazil
附表 7：巴西
Schedule 8: Turkey

EXECUTION/簽署

Signed by Controller/控制者簽署:

Controller/控制者

_____

Signature/簽名

_____

Name/姓名

_____

Title/職位

Schedule 1 – Description of Processing
附表 1－ 處理的描述

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 代表控制者及其授權關聯方處理個人數據的細節。

**1   LIST OF PARTIES
        締約方**

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
數據輸出方：數據輸出方的身份資訊及聯繫方式，以及其歐盟數據保護官和（或）代表（如有）

Name: Controller and its Authorised Affiliates
姓名：控制者及其授權關聯方

Address:
地址：

Activities relevant to the data transferred under these clauses: Performance of the Services under the Agreement.
根據這些條款轉讓數據相關的活動： 履行協議規定的服務。

Name, signature and date:
姓名、簽名及日期：

————————————————————————————

Role (controller/processor): Controller and its Authorised Affiliates are each acting as a Data Controller.
角色（控制者/處理者）： 控制者及其授權關聯方分別作為數據控制者。

Data Importer(s):
數據輸入方：

Name/姓名: WTG

Dr. Sebastian Kraska

Rechtsanwalt, Diplom-Kaufmann

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

Telefon/電話: +49 89 189 1736-O

E-Mail/電子郵箱: skraska@iitr.de

Activities relevant to the data transferred under these clauses: Performance of the Services under the Agreement.
根據這些條款轉讓數據相關的活動： 履行協議規定的服務。

Name, signature and date:
姓名、簽名及日期：

M/

————————————————————————————————————

Maree Isaacs, Head of License Management and Authorised Officer for WiseTech Global Limited and its Affiliates
Maree Isaacs, 許可管理部門負責人及慧咨環球及其關聯方的授權官員

Role (controller/processor): WTG is acting as a Data Processor.
角色（控制者/處理者）： WTG 為數據處理者。

2   DESCRIPTION OF TRANSFER
傳輸的描述

Categories of data subjects whose personal data is transferred
數據主體類別及其個人數據的傳輸

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:
根據協議和本 DPA 中的使用和處理限制，控制者可以將個人數據提交給服務，個人數據的範圍由控制者自行決定和控制，可能包括但不限於與以下類別的數據主體相關的個人數據：

- Customers;
  客戶

- Customer's customers;
  客戶的客戶

- Potential Customers;
  潛在客戶

- Subscribers;
  訂閱者

- Employees;
  員工

- Suppliers;
  供應商

- Authorised Agents; and
  授權代理人；以及

- Contact Persons.
  聯繫人

Categories of personal data transferred
個人數據傳輸的類別

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:

受限於協議和本 DPA 中的使用和處理限制，控制者可以將個人數據提交給服務，個人數據的範圍由控制者自行決定和控制，可能包括但不限於以下類別的個人數據：

- Personal Master Data (Key Personal Data);
  個人主數據（關鍵個人數據）；

- Contact Data;
  聯繫數據；

- Key Contract Data (Contractual/Legal Relationships, Contractual or Product Interest);
  關鍵合同數據（合同/法律關係、合同或產品利益）；

- Customer History;
  客戶歷史；

- Contract Billing and Payments Data; and
  合同帳單和支付數據；以及

- Disclosed Information (from third parties, e.g. Credit Reference Agencies or from Public Directories.
  披露資訊（來自第三方，例如信用參考機構或公共目錄）

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.
敏感數據傳輸（如適用），以及充分考慮數據的性質和所涉風險而採取的限制或保障措施，包括例如嚴格的目的限制、訪問限制（僅限經過專門培訓的工作人員訪問）、記錄訪問數據的日誌、限制轉交傳輸或額外的安全措施。

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.
控制者不得將任何在數據保護法下被定義為特殊類別個人數據或敏感個人數據（或類似概念）的個人數據提交給服務（包括揭示種族或民族血統、政治觀點、宗教或哲學信仰、工會會員身份、遺傳數據、用於唯一識別自然人的生物識別數據、健康數據、有關自然人性生活或性取向有關的數據），除非此類數據的提交已明確與 WTG 為某特定服務達成協議。如果與 WTG 達成協議，適用的具體技術和組織措施將作為相關服務的 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).
數據傳輸的頻率（例如，數據是一次性傳輸還是持續傳輸）

Personal Data is transferred on an ongoing and continuous basis depending on the use of the Services by Controller.
根據控制者對服務的使用情況，個人數據將持續不斷地傳輸。

Nature of the Processing
處理的性質

The nature of the Processing is the performance of the Services under the Agreement.
處理的性質是根據協議履行服務。

Purpose(s) of the data transfer and further processing
數據傳輸和進一步處理的目的

Processing of Personal Data by WTG as necessary to perform the Services under the Agreement.
WTG 根據協議所需，處理個人數據以執行服務。

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
個人數據將被保留的期限，或如果無法確定該期限，則用於確定該期限的標準

Subject to section 18 of the DPA, WTG will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.
受限於本 DPA 第 18 條，WTG 將在協議期間處理個人數據，除非另有書面約定。

For transfers to (Sub-)Processors, also specify subject matter, nature and duration of the Processing
對於轉交給處理者（次級處理商）的傳輸，也需明確處理的主題、性質和持續時間

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.
根據本 DPA 第 13 條，次級處理商將根據協議的要求處理個人數據，以履行服務。受限於本 DPA 第 18 條，次級處理商將在協議期間處理個人數據，除非另有書面約定。

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.
為履行各項適用服務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找到。

3 COMPETENT SUPERVISORY AUTHORITY
主管監管機構

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)節（EEA/瑞士/英國特定傳輸條款）所提到的監管機構是漢堡數據保護與資訊自由專員。

Schedule 2 – EEA/Swiss/UK
附表 2 – EEA/瑞士/英國

1 APPLICATION
適用範圍

This Schedule 2 and the EU SCCs as implemented by this Schedule 2 apply if:
本附表 2 和本附表 2 所實施的歐盟 SCCs 在下列情況下適用：

(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
控制者或其授權關聯方受限於 EEA 及其成員國、瑞士或英國的數據保護法的約束；

(b) Personal Data of Controller or its Authorised Affiliates is being transferred to WTG outside of the EEA, Switzerland or the UK.
控制者或其授權關聯方的個人數據被傳輸到 WTG，並且該傳輸發生在 EEA、瑞士或英國以外。

2 DATA EXPORTER / DATA IMPORTER
數據輸出方 / 數據輸入方

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'.
在歐盟 SCCs、ICO UK Addendum 和本附表 2 中，控制者及其授權關聯方單獨或合稱為"數據輸出方"，WTG 為"數據輸入方"。

3 DOCKING
對接

For clause 7 of the EU SCCs (Docking clause), this option does not apply.
對於歐盟 SCCs 的第 7 條（對接條款），該選項不適用。

4 SCOPE OF CONTROLLER INSTRUCTIONS
控制者指示的範圍

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.
對於歐盟 SCCs 的第 8.1(a)條和第 8.8 條，控制者的指示是根據本 DPA 第 5 條進行的，並包括為了履行服務目的，將個人數據轉交給位於 EEA、瑞士或英國以外的第三方，包括次級處理商。

5 D

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.
對於歐盟 SCCs 的第 8.5 條和第 16(d)條，雙方同意，WTG 僅在控制者書面請求下，向控制者提供個人數據刪除的證明。

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 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.

對於歐盟 SCCs 的第 8.6(a)條，控制者完全負責獨立判斷 SCCs 附錄 II 中的技術和組織措施是否符合其要求。控制者同意，在簽署 DPA 時，已考慮到技術的最新發展、實施成本、個人數據處理的性質、範圍、背景和目的，以及對個人的風險，WTG 採取的技術和組織措施提供了適當的安全級別，符合與個人數據相關的風險。

7 PERSONAL DATA BREACHES
個人數據洩露

For clause 8.6(c) of the EU SCCs, Personal Data Breaches must be handled in accordance with section 12 of this DPA.
對於歐盟 SCCs 的第 8.6(c)條，個人數據洩露必須按照本 DPA 第 12 條處理。

8 INFORMATION REQUESTS AND AUDITS
資訊請求和審計

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.
對於歐盟 SCCs 的第 8.9 條，WTG 必須根據本 DPA 第 10 條處理控制者的資訊請求和審計請求。

9 SUBPROCESSORS
次級處理商

For clause 9(a) of the EU SCCs, the following apply:
對於歐盟 SCCs 的第 9(a)條，適用以下條款：

(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 已獲得控制者的一般授權，根據本 DPA 第 13 條聘用次級處理商。為履行各項適用服務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找到。WTG 定期更新並可以在隱私檔網站上找到每個適用服務中處理個人數據的次級處理商名單。WTG 必須根據本 DPA 第 13 條的程式，通知數據輸出方有關次級處理商的任何變更。

(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 與次級處理商簽訂歐盟 SCCs（模組 3：從處理商到處理商的傳輸），提供服務時，控制者特此授權 WTG 及其關聯方代表控制者提供一般授權，以便次級處理商能夠參與服務的履行，以及批准或決定是否添加或更換任何次級處理商。

10 DATA SUBJECT RIGHTS
數據主體權利

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.
對於歐盟 SCCs 的第 11 條，並受限於本 DPA 第 8 條，WTG 必須在其網站上通知數據主體經授權處理投訴的聯絡點。如果 WTG 收到數據主體就與服務提供相關的個人數據的投訴或爭議，WTG 必須及時

且毫不遲延地將該投訴或爭議傳達給控制者。除非與控制者就每一個例中另有約定，WTG 沒有進一步的義務處理該請求。歐盟 SCCs 第 11(a)條項下的選項不適用。

11 LIABILITY
責任

For clause 12 of the EU SCCs, the following applies
對於歐盟 SCCs 的第 12 條，適用以下條款：

(a) WTG's liability under clause 12(a) of the EU SCCs is subject to the limitations of the Agreement;
根據歐盟 SCCs 第 12(a)條，WTG 的責任受限於協議的限制；

(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
根據歐盟 SCCs 第 12(b)條，WTG 的責任僅限於因未遵守 GDPR 特別針對處理者的義務，或者在未經控制者合法指示的情況下行動而導致的損害，如 GDPR 第 82(2)條所規定；

(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 證明其對導致 GDPR 第 82 (3) 條項下損害的事件不負有任何責任，則其根據本附表第 11(b)條可免於承擔責任。

12 SUPERVISORY AUTHORITY
監管機構

For clause 13 of the EU SCCs, the following applies:
對於歐盟 SCCs 的第 13 條，適用以下條款：

(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.
如果控制者設立在歐盟成員國，則負責確保控制者在數據轉移方面遵守 GDPR 有關數據傳輸的監管機構為主管數據保護監管機構；

(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.
如果控制者未設立在歐盟成員國，但根據 GDPR 第 3(2)條屬於 GDPR 適用的領域，並根據 GDPR 第 27(1)條任命了一名代表，則該控制者在歐盟成員國的代表所在地的監管機構為主管數據保護監管機構；

(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.
如果數據輸出方未設立在歐盟成員國，但根據 GDPR 第 3(2)條屬於 GDPR 適用領域，並且不需要根據 GDPR 第 27(2)條任命代表，則漢堡數據保護與資訊自由專員為主管數據保護監管機構。

13 REQUESTS FROM AUTHORITIES
來自監管機關的請求

For clause 15(1)(a) of the EU SCCs, the following applies:
對於歐盟 SCCs 的第 15(1)(a)條，適用以下條款：

(a)   WTG must notify Controller (only) and not the Data Subject(s) each time it either:
WTG 必須僅通知控制者，而非數據主體，當其每次：

(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
收到來自公共機關（包括司法機關）的具有法律效力的請求，根據目的國的法律，要求披露根據歐盟 SCCs 傳輸的個人數據；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.
意識到公共機關根據目的國法律對根據歐盟 SCCs 傳輸的個人數據進行直接訪問。

(b)   Controller shall be solely responsible for promptly notifying the Data Subject(s) as necessary.
控制者應全權負責根據必要情況及時通知數據主體。

14   GOVERNING LAW
適用法律

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.
對於歐盟 SCCs 的第 17 條，適用法律為適用於協議的法律。如果協議不受歐盟成員國法律管轄，則歐盟 SCCs 將受德國法律管轄。

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.
對於歐盟 SCCs 的第 18(b)條，法院由協議指定。如果協議未指定歐盟成員國法院對解決因本協議產生的或與本協議相關的任何爭議或訴訟擁有專屬或非專屬管轄權，雙方同意，德國法院對解決因歐盟 SCCs 產生的任何爭議擁有專屬管轄權。

16   APPENDICES
附錄

Appendices to the EU SCCs are completed as follows:
歐盟 SCCs 的附錄經如下內容完善：

(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 節完善了歐盟 SCCs 附錄 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 節完善了歐盟 SCCs 附錄 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 節完善了歐盟 SCCs 附錄 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.
本協議中相關服務的 TOMs 描述為歐盟 SCCs 附錄 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.

為履行各項適用服務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找到，載於歐盟 SCCs 附錄 III。

17   TRANSFERS GOVERNED BY THE LAWS OF SWITZERLAND
受瑞士法律管轄的傳輸

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:
對於受瑞士數據保護法管轄的個人數據傳輸，雙方同意，歐盟 SCCs 將根據本附表 2 的第 1 至第 16 條適用，具體規定如下：

(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;
歐盟 SCCs 中，GDPR、歐盟或歐盟成員國法律在一般和特定的引用與在瑞士數據保護法中的同等引用具有相同的含義；

(b)   for clause 13 of the EU SCCs, the Swiss Federal Data Protection and Information Commissioner is the competent data protection supervisory authority;
對於歐盟 SCCs 第 13 條，瑞士聯邦數據保護與資訊自由專員是主管數據保護監管機構；

(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
對於歐盟 SCCs 第 18(b)條，瑞士法院對解決本條所述的由歐盟 SCCs 引起的任何爭議具有專屬管轄權；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).
對於歐盟 SCCs 第 18(c)條，"成員國"一詞不應解釋為排除瑞士數據主體在其慣常居住地（即瑞士）提起訴訟主張其權利的可能性。

18   TRANSFERS GOVERNED BY THE LAWS OF THE UK
受英國法律管轄的傳輸

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:
對於受英國 GDPR 管轄的個人數據傳輸，雙方同意 ICO UK Addendum 及其備選第 2 部分的強制性條款，該等條款構成本 DPA 不可分割的部分。雙方同意，歐盟 SCCs 根據本附表 2 的第 1 至第 16 條適用於上述傳輸，並且根據 ICO UK Addendum 的強制條款進行修訂。對於 ICO UK Addendum 第 17 條，雙方同意按以下格式及下文進一步說明的方式提供 ICO UK Addendum 第 1 部分的相關資訊：

(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"開始日期"是歐盟 SCCs 的生效日期，如本 DPA 第 1.1 條所示；

(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，"雙方"是作為數據輸入方和控制者的 WTG 及其作為數據輸出方的授權關聯方，如本附表 2 第 1 條和第 2 條及附表 1 第 1 節所進一步指定；

(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"關鍵聯繫人"是附表 1 第 1 節中指定的人員；

(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"附錄 SCCs"是如本附表 2 第 1 至第 16 條所示的歐盟 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"附錄資訊"是本附表 2 第 16 條所指定的資訊；

(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.
對於 ICO UK Addendum 第 1 部分，數據輸入方可根據 ICO UK Addendum 第 19 條的條件終止 ICO UK Addendum。

Schedule 3 – U.S.
附表 3 – 美國

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 中的條款適用於 WTG 根據美國數據保護法處理美國數據主體的個人數據。

1 DEFINITIONS
定義

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.
銷售或**共用**具有適用的美國數據保護法中所給定的含義。

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.
美國數據保護法是指以下法律：（a）2018 年《加利福尼亞消費者隱私法》（加利福尼亞民法典 §§ 1798.100 至 1798.199），以及《加利福尼亞隱私權法案》、CCPA 條例（加利福尼亞法規，第 11 章，第 999.300 條至 999.337 條）和加利福尼亞州總檢察長或加利福尼亞隱私保護機構提供的任何實施條例或指南，這些標題可隨時修訂（"CCPA"）；（b）《佛吉尼亞消費者數據保護法》（佛吉尼亞州法典 §§ 59.1-575 至 59.1-585）；（c）《科羅拉多隱私法》（科羅拉多州法典 §§ 6-1-1301 至 6-1-1313）；（d）《康涅狄格數據隱私法案》（公共法案第 22-15 號 §§ 1-12）；（e）《猶他消費者隱私法》（猶他州法典 §§ 13-61-101 至 13-61-404）；以及（f）在適用於一方的範圍內，對個人數據處理者施加出售或共用限制的其他美國法律、法規、要求或監管指南，以及針對上述法律、法規、要求或監管指南的任何修訂。

2 PROCESSING RESTRICTIONS
處理限制

2.1 WTG must not:
WTG 不得：

(a) Sell or Share Personal Data provided to it by Controller for Processing under the Agreement;
銷售或共用根據協議由控制者提供的個人數據；

(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、使用或披露根據協議收集的個人數據，除非用於協議和本 DPA 中規定的商業目的，包括但不限於海關當局、外部服務提供商和次級處理商，或根據適用的美國數據保護法另有允許的情況；

(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、使用或披露根據協議收集的個人數據，除非用於協議中規定的商業目的，包括但不限於提供服務以及為改進或增強服務和本 DPA 所進行的所有合理活動，或根據適用的美國數據保護法另有允許的情況；

(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 與控制方直接商業關係之外保留、使用或披露根據協議收集的個人數據，包括通過將控制者根據協議收集的個人數據與從其他來源收到的個人數據或從其自身與數據主體的互動中收集的個人數據進行結合或更新，除非根據適用的美國數據保護法另有允許的情況。

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.

為避免疑義，WTG 可以收集與協議和提供服務相關的控制方提供的包括聯繫資訊的個人數據。控制者同意，在此情況下，WTG 是該資訊的控制者，並進一步同意 WTG 將該資訊用於向控制者發送行銷、廣告和促銷資訊，內容涉及 WTG 及其商業夥伴的產品和服務，WTG 認為這些產品和服務可能對控制者感興趣。

3   COMPLIANCE AND NOTICE OBLIGATIONS
合規和通知義務

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 將提供與控制者在適用的美國數據保護法下所要求的隱私保護同等水準的保護，保護控制者提供給 WTG 的個人數據。

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.

雙方同意遵守適用的美國數據保護法。如果 WTG 做出決定，認為其無法再履行適用的美國數據保護法下的義務，WTG 將通知控制者，在這種情況下，控制者可以採取合理且適當的措施停止並糾正任何未經授權使用個人數據的情況。

Schedule 4 – PRC
附表 4 – 中國

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）代表客戶作為控制者處理中國境內數據主體的個人數據，和/或（ii）控制者將個人數據或其他數據從中國傳輸到 WTG 的情況下，本附表 4（中國特定傳輸和處理條款）適用。

1   DEFINITIONS

定義'**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《個人資訊保護法》（PIPL）中定義的"個人資訊處理者"或其他適用數據保護法律中定義的"數據持有人"。

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.

"其他數據"指受限於中國數據保護法律定義並規定的關鍵數據、核心國家數據及其他受出口限制的數據。

1.3   '**Personal Data**' means 'personal information' as defined in PIPL.

"個人數據"指《個人資訊保護法》定義的"個人資訊"。

1.4   '**PIPL**' means the PRC Personal Information Protection Law, including any regulations, notices, or other interpretative instruments promulgated or made thereunder.

"PIPL"指中國《個人資訊保護法》，包括根據該法發佈或制定的任何法規、通知或其他解釋性檔。

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.

"中國數據保護法律"包括《中華人民共和國網路安全法》、《中華人民共和國數據安全法》、《個人資訊保護法》、《個人資訊出境標準合同辦法》、《促進和規範數據跨境流動規定》及中國政府或監管機構發佈的或可能隨時修訂的任何其他適用數據保護法律。

1.6   '**Processing**' or '**Process**' means the collection, storage, use, processing, transmission, provision, disclosure, and deletion of Personal Data.

"正在處理"或**"處理"**指個人數據的收集、存儲、使用、處理、傳輸、提供、披露和刪除。

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.

"處理者"指根據《個人資訊保護法》定義的"受託方"，即為控制者處理個人數據的當事方。

1.8   '**Standard Contract**' means the standard contract under the Measures on the Standard Contract for the Cross-Border Transfer of Personal Information.

"標準合同"指《個人資訊出境標準合同辦法》下的標準合同。

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.

"監管機構"指中國網路空間管理局或其他有權監管個人數據和其他數據的收集、傳輸和處理的中國監管機構。

2   COLLECTION AND TRANSFERS OF DATA

資料搜集和傳輸 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 同意遵守本附錄中列出的所有條款和義務，並根據適用的中國數據保護法律，就個人數據或其他數據的收集、傳輸和處理進行合規處理。

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.
控制者負責提供所有必要的通知並獲得所有必要的同意，以便將個人數據傳輸到 WTG，以及（如適用）傳輸到中國境內外的 WTG 授權關聯方，並聲明和保證，在需要的情況下，已根據《個人資訊保護法》和其他中國數據保護法律的要求提供並獲得了這些通知和同意。

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《個人資訊保護法》或其他中國數據保護法律的限制而無法將個人資訊傳輸出中國，WTG 可以立即停止使用相關部分的許可、產品或服務，並可以終止相關部分的許可、產品或服務，且 WTG 應根據控制者的選擇，毫不延遲地歸還或銷毀其持有的個人數據。

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 同意根據控制者的合理要求提供協助，以幫助控制者遵守《個人資訊保護法》和其他中國數據保護法律，包括（i）向監管機構報告或通知相關數據主體個人數據洩露事件，（ii）回應數據主體的請求，行使其在《個人資訊保護法》下的權利，以及（iii）向控制者或其委託的顧問或專業服務提供商提供資訊，以進行個人數據影響評估或安全評估（如適用）。

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 Customer 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.
根據中國數據保護法律的要求，控制者和 WTG 同意，在符合《個人資訊保護法》規定的相關標準且客戶通知 WTG 該義務已得到履行，控制方和 WTG 就個人數據和其他數據的跨境傳輸簽訂獨立的合同，將個人數據和其他數據從控制方傳輸給作為外國接收方的 WTG。雙方另行同意，僅在需要監管部門登記或批准的情況下才需要該獨立合同。

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.
如根據中國數據保護法要求 WTG 就個人數據和其他數據的出口簽署標準合同並在監管機構登記或獲得批准，控制者應當告知 WTG 及其該等要求的法律依據。

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.
控制者聲明並保證，未經 WTG 的單獨明確書面同意，不得將任何其他數據傳輸給 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.

控制者應賠償 WTG 及任何其他適用的 WTG 關聯方，由於控制者違反上述條款的任何義務而導致的任何費用、費用、損害賠償、開支、損失或任何因此被施加的罰款。雙方同意，任何其他協議中所列的責任限制不適用於本條款下的賠償要求。

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 僅在第三方同意受本附表和 DPA 的約束，並根據中國數據保護法律簽署任何必要的數據保護協議的情況下，才可向第三方披露個人數據。

3 ORDER OF PRIORITY, GOVERNING LAW AND JURISDICTION

優先順序、適用法律和管轄權 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 應根據《個人資訊保護法》和其他中國數據保護法律的條款進行解讀。如果 DPA 與本附表之間發生衝突，應以本附表為准。如果標準合同或任何其他有關個人數據或其他數據傳輸與處理的協議與 DPA 發生衝突，且控制者與 WTG 另行簽訂了此類協議，應以該單獨協議為准。

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

本附表連同 DPA 適用中國法律，並依其解釋。

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.

本附表與 DPA 共同產生的任何爭議應根據澳大利亞國際商業仲裁中心（ACICA）的仲裁規則進行仲裁。仲裁地點為澳大利亞悉尼，仲裁語言為英語。

Schedule 5 – Taiwan
附表 5 – 臺灣

1 APPLICATION
適用範圍

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.

《個人數據保護法》（PDPA）按本附表的規定適用，並包含實施 PDPA 的有效條款，適用於控制者及其授權關聯方，如果這些實體受限於 PDPA，並且它們的個人數據被傳輸到 WTG 或其關聯方位於臺灣以外的地方。

2 DATA EXPORTER / DATA IMPORTER
數據輸出方/數據輸入方

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，控制者和授權關聯方單獨或合稱為"數據輸出方"，WTG 為"數據輸入方"。

3 DEFINITIONS
定義

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'.

個人數據具有 PDPA 中所定義的含義，指自然人的姓名、出生日期、身份證號、護照號、身體特徵、指紋、婚姻狀況、家庭資訊、教育背景、職業、病歷、健康數據、基因數據、性生活、體檢記錄、犯罪記錄、聯繫方式、財務狀況、社會活動及任何可直接或間接識別自然人的其他資訊。"個人數據"包括'特殊類別的個人數據'或"敏感個人數據"。

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.

非政府機構具有 PDPA 中所定義的含義，指除政府機關外的自然人、法人或團體。在遵守 DPA 中的義務時，"非政府機構"替代並取代 DPA 中的"控制者"一詞。

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.

委託機構指根據委託或代表他人處理個人數據的個人或實體。在遵守 DPA 中的義務時，"委託機構"替代並取代 DPA 中的"處理者"一詞。

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.

正在處理或**處理**指根據 PDPA 的定義，執行在個人數據上進行的任何操作或一系列操作，無論是否採

用自動化手段，包括收集、記錄、組織、結構化、存儲、調整或改變、檢索、諮詢、使用、傳輸披露、傳播或以其他方式使其可用、對齊或合併、限制、刪除或銷毀。

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《個人數據保護法》，包括《個人數據保護法實施細則》（"**實施細則**"）及其他有關臺灣地區個人數據保護的法律、法規和規章。

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.
適當的安全措施指非政府機構為防止個人數據被竊取、篡改、損壞、銷毀或洩露，根據實施細則第 12 條所採取的技術或組織措施。

4 INTERNATIONAL TRANSFER OF PERSONAL DATA
個人數據的國際傳輸

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.
受限於本附表 5 和本 DPA，雙方同意，非政府機構可以將個人數據傳輸給 WTG，WTG 可以接收並處理這些個人數據。

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:
根據 PDPA 第 21 條，若臺灣地區政府相關主管部門在以下任何一種情況下對數據傳輸進行限制，非政府機構不得將個人數據傳輸給 WTG：

(a) where major national interests of Taiwan are involved;
涉及臺灣地區重大國家利益的情況下；

(b) where an international treaty or agreement so stipulates;
國際條約或協議有此規定的情況下；

(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
接收個人數據的國家缺乏適當的個人數據保護法規，數據主體的權益因此可能受到損害的情況下；或

(d) where the cross-border transfer of the Personal Data to a third country (territory) is carried out to circumvent the PDPA.
將個人數據跨境傳輸至第三國（地區）以規避 PDPA 的情況下。

5 OBLIGATIONS OF THE DATA EXPORTER AND DATA IMPORTER
數據輸出方和數據輸入方的義務

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.
根據 PDPA 第 13 條，並受限於本 DPA 第 8 條的規定，WTG 必須在收到數據主體受限於 PDPA 第 10 條向 WTG 提出的任何請求後，立即通知非政府機構，並在沒有不當延遲的情況下將該請求轉告給非政府機構。非政府機構必須在 15 天內決定是否接受或拒絕該請求；如有必要，可延長最多 15 天，非政府機構應書面通知數據主體延期的原因。

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.

根據 PDPA 第 13 條，WTG 必須在收到數據主體受限於 PDPA 第 11 條向 WTG 提出的任何請求或爭議後，立即通知非政府機構，並毫不遲延地將該請求轉達給非政府機構。非政府機構必須在 30 天內決定是否接受或拒絕該請求；如有必要，可延長最多 30 天，非政府機構應書面通知數據主體延期的原因。

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.

根據 PDPA 第 27 條，持有個人數據的非政府機構必須實施適當的安全措施，以防止個人數據被竊取、篡改、損壞、銷毀或洩露。臺灣地區主管政府部門可指定並命令某些非政府機構制定保護個人數據的安全維護計畫，並規定在業務終止後的個人數據處置規則。非政府機構必須遵守主管政府部門為該行業制定的計畫和處置規定。

6   GOVERNING LAW AND JURISDICTION
適用法律和管轄權

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).

根據 PDPA 第 51 條，本附表 5 和 DPA 應受中華民國（臺灣地區）法律的管轄。

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.

雙方同意，任何因本附表 5 而產生的爭議、爭論或索賠應由臺灣地區臺北地方法院專屬管轄。

Schedule 6 - Australia
附表 6 – 澳洲

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 適用於控制者將澳大利亞個人數據傳輸給位於澳洲以外的 WTG 以提供協議下的服務的情況（**"澳洲數據傳輸"**）。

1 DEFINITIONS
定義

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《隱私法》附表 1 中規定的澳洲隱私原則（Australian Privacy Principles）。

Privacy Act means the *Privacy Act 1998* (Cth) and includes any successor or replacement legislation.
隱私法：指 1998 年《隱私法》（Privacy Act 1998）（聯邦法），並包括任何繼任或替代的立法。

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 處理了與澳洲數據傳輸相關的 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:
根據 APP 8（個人資訊的跨境披露），DPA 描述為：

(a) applicable laws to which WTG is subject to protect information disclosed to WTG by Controller; and
WTG 受限於適用法律保護由控制者披露給 WTG 的資訊；以及

(b) steps that WTG takes to protect information.
WTG 為保護資訊所採取的步驟。

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 適用於控制者將巴西的個人的數據（**"巴西個人數據"**）傳輸給位於巴西以外的 WTG 以提供協議下的服務的情況（**"巴西數據傳輸"**）。

1   PROCESSING PROVISIONS
處理條款

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.

根據本 DPA 第 6 條，WTG 在為其自身的產品開發目的處理個人數據時，被視為控制者。

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.

根據本 DPA 第 12 條，如果 WTG 是本附表七第 1.1 節項下受個人數據洩露影響的控制方，則除通知控制者外，WTG 必須在瞭解個人數據洩露後 3 個工作日內通知巴西數據保護機構（ANPD）。

2   TRANSFER PROVISIONS
傳輸條款

2.1   For this Schedule:

就本附件而言：

(a)   Controller is the 'Data Exporter';

控制者是數據輸出方；

(b)   WTG is the 'Data Importer'; and

WTG 是數據輸入方；以及

(c)   Data Exporter and Data Importer are jointly referred to as 'Parties'.

數據輸出方和數據輸入方合稱為"雙方"。

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/英國）進行如下修改後適用於巴西數據傳輸：

(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');

所有對"EEA 及其成員國、瑞士或英國的數據保護法，包括但不限於 GDPR 的引用，應指巴西適用的數據保護法律、指令或法規，包括但不限於 2018 年第 13,709 號法（巴西數據保護法或 "LGPD"）；

(b)   references to 'EU Member State' or 'Member State' refer to the territory of Brazil;

凡提及"歐盟成員國"或"成員國"時，均指巴西的領土；

(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

凡提及法院管轄權和監管機構時，均指巴西的法院和監管機構。雙方就巴西個人數據的國際傳輸產生的任何爭議應提交巴西相關法院解決。所有與巴西個人數據國際傳輸相關的數據主體投訴應視情況受限於 ANPD（如適用）的管轄；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.

歐盟 SCCs 中關於 GDPR、歐盟或歐盟成員國法律的一般和特定引用，應與 LGPD 中的同等引用具有相同含義。

Schedule 8 – Turkey
附表 8 – 土耳其

1 TRANSFER PROVISIONS
傳輸條款

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.
根據土耳其《6698 號數據保護法》（**"土耳其 DP 法"**），土耳其個人數據保護局（**"土耳其管理局"**）在其網站上發佈的土耳其標準合同（**"土耳其 SCs"**）必須由控制者（代表其自己和授權關聯方）與 WTG 就個人數據傳輸到土耳其以外的第三國，而簽署的土耳其 SCs 將成為本 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 適用於本附表進一步規定的情況，包含實施土耳其 SCs 的操作性條款，適用於控制者及其授權關聯方，如果控制者或其授權關聯方受限於土耳其 DP 法，且這些實體的個人數據被傳輸到土耳其以外的 WTG。在這種情況下，雙方同意簽署土耳其 SCs，並在簽署後的五個工作日內將其提交給土耳其管理局。若土耳其 SCs 的任何一方或內容發生變更，或土耳其 SCs 終止，雙方也必須在五個工作日內通知土耳其管理局。

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'.
根據土耳其 SCs 和本附表 8，控制者及其授權關聯方單獨或合稱為"數據輸出方"，WTG 為"數據輸入方"。

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.
根據土耳其 SCs 第 7.1 條（a）和第 7.8 條，控制者或其授權關聯方對個人數據的處理指令以及向第三方的傳輸受限於本 DPA 第 5 條，包括為了提供服務的目的位於土耳其以外的次級處理商。

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.
根據土耳其 SCs 第 7.4 條和第 15(d)條，雙方同意，WTG 僅在控制者書面要求的情況下，提供個人數據刪除證明。

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.
根據土耳其 SCs 第 7.6 條(a)，控制者應獨立確定土耳其 SCs 附錄 II 中的技術和組織措施是否符合其要求。控制者同意，在簽署 DPA 時，考慮到技術水準、實施成本以及個人數據處理的性質、範圍、背景和目的以及對個人的風險，WTG 採取的技術和組織措施為個人數據提供了與風險相適應的安全性。

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.
       根據土耳其 SCs 第 7.6 條(c)，個人數據洩露應按照本 DPA 第 12 條進行處理，前提是雙方應遵循土耳
       其個人數據保護委員會（**"土耳其委員會"**）於 2019 年 1 月 24 日第 2019/10 號和 2019 年 9 月 18 日第
       2019/271 號決議中列出的個人數據洩露處理程式。

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.
       根據土耳其 SCs 第 7.8 條，WTG 必須根據本 DPA 第 10 條處理控制者的資訊請求和審計請求，前提
       是符合土耳其 SCs 第 7.9 條的條件。

1.9   For Clause 8(a) of the Turkish SCs, the following applies:
       根據土耳其 SCs 第 8(a)條，下述規定適用：

       (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.
              根據本 DPA 第 13 條的規定，WTG 擁有控制者的一般授權聘用次級處理商。為履行各項適用服
              務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找
              到。WTG 必須按照本 DPA 第 13 條規定的程式通知數據輸出方任何關於次級處理商的變更。

       (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 與提供服務的次級處理商分別簽署了"從處理商到處理商的傳輸"的土耳其 SCs，則
              控制者授權 WTG 及其關聯方，以代表控制者為提供服務的次級處理商聘用進一步次級處理商
              提供一般授權，以及增加或替換任何次級處理商的決策和批准權。

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.
       根據土耳其 SCs 第 10 條，且受限於本 DPA 第 8 條，WTG 必須在其網站上通知數據主體一個經授權
       處理投訴的聯絡點。如果 WTG 收到數據主體就與服務提供相關的個人數據的投訴或爭議，WTG 必須
       及時且毫不遲延地將該投訴或爭議傳達給控制者。除非與控制者就每一個例中另有約定，WTG 沒有
       進一步的義務處理該請求。土耳其 SCs 第 10(a)條項下的選項不適用。

1.11   For Clause 11 of the Turkish SCs, the following applies:
       根據土耳其 SCs 第 11 條，下述規定適用：

       (a)   WTG's liability under Clause 11(a) of the Turkish SCs shall be subject to the limitations of
              the Agreement.
              根據土耳其 SCs 第 11(a)條，WTG 的責任應受限於協議中的責任限制條款。

       (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.

根據土耳其 SCs 第 11(b)條，WTG 的責任應僅限於其在處理過程中超出或違反控制者合法指令所造成的任何損害。

    (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 能夠證明其對於導致損害的事件不負任何責任，則 WTG 應免於承擔土耳其 SCs 第 1.11(b)條中的責任。

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

根據土耳其 SCs 第 12 條，下述規定適用：

    (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

負責確保控制者遵守土耳其 DP 法及其附屬法律法規的監管機構應為土耳其管理局；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內設立，但其屬於土耳其 DP 法適用的地域範圍內，並根據《數據控制者註冊條例》第 11 條委派一名代表，則監管機構應為土耳其管理局，並應作為主管的數據保護監管機構。

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

根據土耳其 SCs 第 14 條，下述規定適用：

    (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 收到公共機構（包括司法機關）發出的具有法律約束力的請求，要求根據目的地國法律要求披露在土耳其 SCs 項下傳輸的個人數據時，WTG 必須僅通知控制者而非數據主體；以及

    (b)   Controller shall be solely responsible for promptly notifying the Data Subject(s) as necessary.

控制者應全權負責根據必要情況及時通知數據主體。

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

根據土耳其 SCs 第 17 條，適用土耳其法律。

1.15   Any dispute arising out of this Schedule8 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 引起的爭議應受土耳其法律管轄，雙方同意承認伊斯坦布爾 Çağlayan 法院的專屬司法管轄權。

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

土耳其 SCs 附錄應按以下方式填寫：

    (a)   Annex I of the Turkish SCs shall be filled-out in line with section A and section B 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 的附錄 I 應根據本 DPA 附表 1（處理的描述）的 A 部分和 B 部分填寫。除了本 DPA 附表 1（處理的描述）中列出的資訊外，還應列出數據輸出方的"數據控制者註冊系統"資訊；

    (b)   the technical and organisational measures in the description of the TOMs for the relevant Service are Annex II to the Turkish SCs; and

相關服務的 TOMs 描述中的技術和組織措施在土耳其 SCs 的附錄 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.

為履行各項適用服務而聘用的處理個人數據的次級處理商的最新名單（由 WTG 不時更新）可在隱私檔網站上找到，載於土耳其 SCs 的附錄 III 中。

2 PROCESSING PROVISIONS
處理條款

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.

如果處理方代表控制方處理特殊類別的個人數據，雙方同意按照土耳其委員會於 2018 年 1 月 31 日發佈的編號為第 2018/10 號，關於"數據控制者為處理特殊類別的個人數據採取的適當措施"的決定中規定的措施處理並傳輸特殊類別的個人數據。

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 是處理者，WTG 同意並承諾無期限地對其代表控制者處理的個人數據承擔保密義務。

2.3 If both Parties are deemed as a Controller, then Controller agrees, declares and undertakes that:

如果雙方均被視為控制者，控制者同意、聲明並承諾：

(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

傳輸給 WTG 的個人數據已經根據土耳其 DP 法及其附屬法規進行收集、處理和傳輸；以及

(b) in case of a Personal Data Breach or an incident that might be qualified as a Personal Data Breach, Clause 1.7 of section 1 of this Schedule also applies to Controller.

如果發生個人數據洩露或可能被定性為個人數據洩露的事件，本附表第 1 節第 1.7 條中的條款也適用於控制者。

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.

如果一方收到數據主體的申請或來自公共機構或組織的關於個人數據處理的請求/通知，而該請求/通知應由另一方負責，則接收方應將相關申請、請求或通知提供給另一方，雙方必須互相提供必要的資訊或檔，以便負責方及時回應相關申請、請求或通知。

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.

雙方同意，雙方的處理者將遵守在本附表項下對另一方作出的承諾，控制者對另一方的處理者不遵守該等承諾而可能導致的任何損害直接向另一方承擔責任。

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、聲明並承諾代表 WTG 通過提供 WTG 的隱私通知（可以在 WTG 網站上找到）來適當通知數據主體，內容涉及（i）處理控制人的個人數據（如果控制人是自然人），以及（ii）處理控制人的員工或官員的個人數據。