

个人信息出境标准合同  
**Standard Contract for the Cross-border Transfer of Personal Information**  
国家互联网信息办公室 制定  
Drafted by the Cyberspace Administration of China

为了确保境外接收方处理个人信息的活动达到中华人民共和国相关法律法规规定的个人信息保护标准，明确个人信息处理者和境外接收方个人信息保护的权利和义务，经双方协商一致，订立本合同。

In order to ensure that the Personal Information processing activities of the Overseas Recipient meet the Personal Information protection standard provided under Relevant Laws and Regulations of the People's Republic of China, and to clarify the rights and obligations of the Personal Information Processing Entity and the Overseas Recipient in protecting Personal Information, upon mutual agreement, the Parties enter into this contract (the "**Contract**").

本合同正文根据《个人信息出境标准合同办法》的要求拟定，在不与本合同正文内容相冲突的前提下，双方如有其他约定可在附录二中详述，附录构成本合同的组成部分。

The body of this Contract is drafted in accordance with the Measures on the Standard Contract for the Cross-border Transfer of Personal Information, and any other covenants by and between the Parties, to the extent that they do not conflict with the body of this Contract, may be specified in Annex II, which forms an integral part of this Contract.

**第一条 定义**  
**Article I Definition**

在本合同中，除上下文另有规定外：

For the purpose of the Contract, except as otherwise stipulated herein:

(一) “个人信息处理者”是指在个人信息处理活动中自主决定处理目的、处理方式的，向中华人民共和国境外提供个人信息的组织、个人。

(I) “Personal Information Processing Entity” refers to the organization or individual who decides the purpose and method of processing in the Personal Information processing activities, and provides the Personal Information outside of the People's Republic of China.

(二) “境外接收方”是指在中华人民共和国境外自个人信息处理者处接收个人信息的组织、个人。

(II) “Overseas Recipient” refers to the organization or individual outside the People's Republic of China who receives the Personal Information from the Personal Information Processing Entity.

(三) 个人信息处理者或者境外接收方单称“一方”，合称“双方”。

(III) The Personal Information Processing Entity or the Overseas Recipient are referred to individually as a “Party”, and collectively as the “Parties.”

(四) “个人信息主体”是指个人信息所识别或者关联的自然人。

(IV) “Personal Information Subject” refers to the natural person identified by or associated with the Personal Information.

(五) “个人信息”是指以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。

(V) “Personal information” refers to all kinds of information, recorded by electronic or other means, related to identified or identifiable natural persons, not including information after

anonymization processing.

(六) “敏感个人信息”是指一旦泄露或者非法使用，容易导致自然人的人格尊严受到侵害或者人身、财产安全受到危害的个人信息，包括生物识别、宗教信仰、特定身份、医疗健康、金融账户、行踪轨迹等信息，以及不满十四周岁未成年人的个人信息。

(VI) “Sensitive Personal Information” refers to personal information that, once leaked, or illegally used, may easily infringe the dignity of a natural person or cause harm to personal safety and property security, such as biometric identification information, religious beliefs, specially-designated status, medical health information, financial accounts, information on individuals’ whereabouts, as well as personal information of minors under the age of 14.

(七) “监管机构”是指中华人民共和国省级以上网信部门。

(VII) “Regulatory Authority” refers to cyberspace administration department at or above the provincial level.

(八) “相关法律法规”是指《中华人民共和国网络安全法》《中华人民共和国数据安全法》《中华人民共和国个人信息保护法》《中华人民共和国民法典》《中华人民共和国民事诉讼法》《个人信息出境标准合同办法》等中华人民共和国法律法规。

(VIII) “Relevant Laws and Regulations” refer to the Cybersecurity Law of the People’s Republic of China, the Data Security Law of the People’s Republic of China, the Personal Information Protection Law of the People’s Republic of China, the Civil Code of the People’s Republic of China, the Civil Procedure Law of the People’s Republic of China, the Measures on the Standard Contract for the Cross-border Transfer of Personal Information, and other laws and regulations of the People’s Republic of China.

(九) 本合同其他未定义术语的含义与相关法律法规规定的含义一致。

(IX) The meaning of other undefined terms herein shall be consistent with the meaning provided under the Relevant Laws and Regulations.

## **第二条 个人信息处理者的义务** **Article II Obligations of the Personal Information Processing Entity**

个人信息处理者应当履行下列义务：

The Personal Information Processing Entity shall perform the following obligations:

(一) 按照相关法律法规规定处理个人信息，向境外提供的个人信息仅限于实现处理目的所需的最小范围。

(I) Personal Information shall be processed in accordance with Relevant Laws and Regulations; the Personal Information to be provided overseas is limited to the minimum extent necessary to achieve the purpose of processing.

(二) 向个人信息主体告知境外接收方的名称或者姓名、联系方式、附录一“个人信息出境说明”中处理目的、处理方式、个人信息的种类、保存期限，以及行使个人信息主体权利的方式和程序等事项。向境外提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。

(II) The Personal Information Processing Entity shall inform the Personal Information Subject of the name and contact information of the Overseas Recipient, purposes, method, categories and retention period of processing listed in Annex I “Instructions on the Cross-border Transfer of Personal Information”, the method and procedure for Personal Information Subjects to exercise their rights, and other matters. Where Sensitive Personal Information is provided overseas, the Personal Information Processing Entity shall inform the Personal Information Subject of the necessity of providing Sensitive Personal Information and the impact on the Personal Information Subject’s rights and interests, except for those that are not required to be informed as stipulated in laws and administrative regulations.

(三) 基于个人同意向境外提供个人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政法规规定应当取得书面同意的，应当取得书面同意。

(III) If the Personal Information is provided overseas based on the consent of the individual, the separate consent of the Personal Information Subject shall be obtained. Where the Personal Information of a minor under the age of fourteen is involved, the separate consent of the minor's parent or other guardian shall be obtained; if written consent is required by laws or administrative regulations, written consent shall be obtained.

(四) 向个人信息主体告知其与境外接收方通过本合同约定个人信息主体为第三方受益人，如个人信息主体未在 30 日内明确拒绝，则可以依据本合同享有第三方受益人的权利。

(IV) The Personal Information Processing Entity shall inform the Personal Information Subject that it has agreed with the Overseas Recipient through this Contract that the Personal Information Subject is a third-party beneficiary. If the Personal Information Subject does not explicitly refuse within 30 days, he or she may enjoy the rights of a third-party beneficiary under the Contract.

(五) 尽合理地努力确保境外接收方采取如下技术和管理措施（综合考虑个人信息处理目的、个人信息的种类、规模、范围及敏感程度、传输的数量和频率、个人信息传输及境外接收方的保存期限等可能带来的个人信息安全风险），以履行本合同约定的义务：

(V) The Personal Information Processing Entity shall make reasonable efforts to ensure that the Overseas Recipient take the following technical and management measures (taking into account the risks to the security of Personal Information that may be brought by the purpose of processing Personal Information, categories, size, scope and sensitivity of Personal Information, the volume and frequency of transfer, the period of the transfer of Personal Information, and the retention period of Personal Information by the Overseas Recipient, etc.) to fulfill its obligations under this Contract:

### 标普全球的技术和组织措施

#### S&P Global Technical and Organizational Measures

| 安全措施<br>Security Measure   | 总结<br>Summary  |
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| 风险管理计划概述<br>Risk Management Program<br>Overview                              | 标普全球的风险管理计划包括信息安全，通过三道防线管理风险。<br>S&P Global's Risk Management program includes Information Security to manage risk through three lines of defense.   |
| 信息安全组织和治理结构<br>Information Security Organization<br>and Governance Structure | 首席信息安全官（CISO）负责管理和协调标普全球的信息安全计划。<br>The Chief Information Security Officer (CISO) manages and coordinates S&P Global's Information Security Program.   |
| 信息安全政策<br>Information Security Policy  | 标普全球的信息安全政策和标准基于 ISO/IEC-27002 和美国国家标准与技术研究院 NIST 800 系列标准所公布的信息安全管理最佳实践建议。治理团队使用美国国家标准与技术研究院的网络安全框架来评估、衡量和监测机构信息安全实践与目标状态的成熟度。<br>标普全球的《商业道德准则》（COBE）规定了标普全球员工的预期行为。标普全球要求员工个人每年都要重申该准则。<br>S&P Global's Information Security policies and standards are based on the best practices recommendations for information security management as published in ISO/IEC- |

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|   | <p>27002 and NIST 800 Standards. The governance team uses the NIST Cybersecurity Framework to assess, measure and monitor the maturity of the organization’s Information Security practices and target state.</p> <p>S&amp;P Global’s Code of Business Ethics (COBE) defines the behaviors expected of employees at S&amp;P Global. S&amp;P Global requires employees to personally reaffirm this code on a yearly basis.</p>  |
| <p>信息安全支柱：信息安全意识和培训<br/><b>Information Security Pillars: Information Security Awareness &amp; Training</b></p>          | <p>标普全球制定了《信息安全意识和培训计划》，对员工开展信息安全政策和最佳实践的培训。所有员工每年都必须参加在计算机上进行的信息安全培训和复习课程，借此强化信息安全政策和数据隐私。标普全球还提供了针对非正式员工（限于那些被识别为有权限访问公司全球系统的人）的安全意识培训。</p> <p>S&amp;P Global has an Information Security Awareness and Training program that trains employees on information security policies and security best practices. All employees are required to take annual computer-based information security training and refresher course(s), which reinforces information security policies and data privacy. Security awareness training for non-employees is available and limited to those who have been identified as having access to the company’s global systems.</p> |
| <p>信息安全支柱：网络防护、威胁情报与监测<br/><b>Information Security Pillars: Cyber Defense, Threat Intelligence &amp; Monitoring</b></p> | <p>标普全球的《网络事件响应计划》由信息安全监控和网络事件响应小组（“CIRT”）以及安全运营中心（SOC）共同管理，安全分析师负责监控安全事件，并将验证过的或可疑的安全事件上报以开展进一步调查，并在必要时启用事件管理程序。</p> <p>S&amp;P Global’s cyber incident response program is managed by the Information Security Monitoring &amp; Cyber Incident Response Team (“CIRT”) in conjunction with the Security Operations Center (SOC) where security analysts monitor security events and escalate validated or suspicious security incidents for further probing and invoke Incident Management Procedure as necessary.</p>  |
| <p>信息安全支柱：应用安全<br/><b>Information Security Pillars: Application Security</b></p>  | <p>标普全球的《信息安全应用安全计划》设立了运营治理的岗位，该岗位负责监测、报告和弥补漏洞。渗透测试和相关的独立第三方安全审查：标普全球定期对其运算环境发起并开展独立的安全审查。</p> <p>S&amp;P Global’s Information Security Application Security Program provides an operational governance role that monitors, reports on and remediates vulnerabilities. Penetration Testing and Related Independent Third-Party Security Reviews: S&amp;P Global regularly sponsors and conducts independent security reviews of its computing environment.</p>   |
| <p>信息安全支柱：安全架构<br/><b>Information Security Pillars: Security Architecture</b></p>                                       | <p>标普全球的《信息安全计划安全架构》对新平台、应用程序设置了监督和审查，以确保符合信息安全政策、标准、程序和指南。</p> <p>S&amp;P Global’s Information Security Program Security Architecture provides an oversight and review of new platforms/applications to ensure they conform to</p>  |

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|  | Information Security policies, standards, procedures, and guidelines.   |
| 信息安全管控：基础设施安全<br><b>Information Security Controls:<br/>Infrastructure Security</b>   | <p>重要的路由和交换组件位于具备物理安全的数据中心或地点，该等数据中心或地点能够提供物理安全和事件监控。这些重要组件的身份验证以及访问均受到公司的身份认证政策约束。经过身份验证后，专业的网络服务工程师将管理标普全球的重要核心路由和交换组件。</p> <p>Key routing and switching components are located in physically secured data centers or locations that provide physical security and monitoring of events. Authentication and access to these key components are governed by the company's authentication policies. Once authenticated, S&amp;P Global's key core routing and switching components are managed by professional network service engineers.</p> |
| 信息安全管控：信息分类<br><b>Information Security Controls:<br/>Information Classification</b>  | <p>公司对信息进行分类，以确定标普全球如何保护、存储和传播包含客户数据在内的信息。</p> <p>The company classifies information into categories to determine how S&amp;P Global protects, stores, and distributes the information, including client data.</p>  |
| 信息安全管控：传输过程中的信息保护<br><b>Information Security Controls:<br/>Protection of Information in<br/>Transit</b>                    | <p>当公司需要通过公共网络传输或接收敏感数据时，会采用行业内最佳实践的标准方法。</p> <p>When the company is required to transmit or receive sensitive data via a public network, industry, best-practices standard methods are used.</p>   |
| 信息安全管控：身份管理、认证和授权<br><b>Information Security Controls:<br/>Identity Management,<br/>Authentication &amp; Authorization</b> | <p>身份管理平台对客户和员工的访问进行管理，并提供完善的身份认证和细化的访问权限。</p> <p>The Identity Management Platform governs access for customers and employees and provides strong authentication, providing for granular entitlements.</p>  |
| 信息安全管控：病毒和恶意软件防护<br><b>Information Security Controls:<br/>Protection Against Viruses &amp;<br/>Malware</b>                 | <p>标普全球采用深度防御的方法来抵御病毒和恶意软件，使用基于传统签名和启发式的端点保护套件，套件包含病毒和恶意软件防护产品以及各种网关扫描产品。台式机和 Windows 服务器安装有传统的、基于行为的端点保护和检测软件。</p> <p>S&amp;P Global employs a defense-in-depth approach to virus and malware protection, using the traditional signature and heuristics-based End Point Protection suite of virus and malware prevention products and various gateway scanning products. Traditional and behavior-based end point protection and detection software is installed on desktops and Windows servers.</p>                                       |
| 信息安全管控：技术变更管理<br><b>Information Security Controls:<br/>Technology Change Management</b>                                    | <p>标普全球的技术变更管理流程由信息技术合作伙伴和各部门的信息技术运营部门落实，要求对修改技术环境或应用环境、引入风险或需要应用程序停机的技术变更实施一致的记录和审批流程。</p> <p>S&amp;P Global's technology change management process implemented by its IT partners and various divisional IT Operations requires a consistent documentation and approval process with respect to changes that modify technical or applications environments, introduce risk, or require application downtime.</p>  |

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| <p>物理安全方案<br/>Physical Security Program</p> | <p>标普全球的全球安全与危机管理 (“GSCM”) 团队负责监督公司全球实物资产的保护, 该团队由副总裁兼首席安全官领导。标普全球的物理安全和安全身份政策要求向所有员工和合同工发放并使用身份徽章。<br/>S&amp;P Global’s Global Security &amp; Crisis Management (“GSCM”) is responsible for overseeing the protection of the corporation’s global physical assets and is headed by the VP and Chief Security Officer. S&amp;P Global’s physical security and security ID policy requires the issuance to, and use of identification badges by, all employees and contractors.</p> |
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(六) 根据境外接收方的要求向境外接收方提供相关法律规定和技术标准的副本。

(VI) The Personal Information Processing Entity shall provide the Overseas Recipient with a copy of relevant legal provisions and technical standards upon request of the Overseas Recipient.

(七) 答复监管机构关于境外接收方的个人信息处理活动的询问。

(VII) The Personal Information Processing Entity shall respond to inquiries from the Regulatory Authority regarding the Personal Information processing activities of the Overseas Recipient.

(八) 按照相关法律法规对拟向境外接收方提供个人信息的活动开展个人信息保护影响评估。重点评估以下内容:

(VIII) The Personal Information Processing Entity shall carry out a Personal Information protection impact assessment in accordance with Relevant Laws and Regulations for activities that are intended to transfer Personal Information to the Overseas Recipient. The assessment shall focus on assessing the following:

1. 个人信息处理者和境外接收方处理个人信息的目的、范围、方式等的合法性、正当性、必要性。

1. The legality, legitimacy and necessity of the purpose, scope, method and other aspects of the processing of Personal Information by the Personal Information Processing Entity and the Overseas Recipient.

2. 出境个人信息的规模、范围、种类、敏感程度, 个人信息出境可能对个人信息权益带来的风险。

2. The size, scope, categories, and sensitivity of the Personal Information transferred as well as the risks that such transfers may pose to the rights and interests of Personal Information.

3. 境外接收方承诺承担的义务, 以及履行义务的管理和技术措施、能力等能否保障出境个人信息的安全。

3. Obligations of the Overseas Recipient, as well as whether its management and technical measures and capabilities for performing such obligations can safeguard the security of the transferred Personal Information

4. 个人信息出境后遭到篡改、破坏、泄露、丢失、非法利用等的风险, 个人信息权益维护的渠道是否通畅等。

4. The risks of being tampered with, damaged, leaked, lost, illegally used, after Personal Information is transferred overseas, as well as whether convenient channels for protecting Personal Information rights and interests are available.

5. 按照本合同第四条评估当地个人信息保护政策和法规对合同履行的影响。

5. An assessment shall be carried out in accordance with Article IV of the Contract, evaluating

possible impact of local Personal Information protection policies and regulations on the performance of the Contract.

6. 其他可能影响个人信息出境安全的事项。保存个人信息保护影响评估报告至少3年。

6. Other factors that might impact the security of the cross-border transfer of Personal Information. The report of Personal Information protection impact assessment should be retained for at least 3 years.

(九) 根据个人信息主体的要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。

(IX) Upon request by the Personal Information Subject, copies of this Contract shall be provided to the Personal Information Subject. Where the trade secret or confidential business information is involved, relevant content of copies of this Contract may be appropriately handled without affecting the understanding of the Personal Information Subject.

(十) 对本合同义务的履行承担举证责任。

(X) The Personal Information Processing Entity shall bear the burden of proof of the performance of the obligations of this Contract.

(十一) 根据相关法律法规要求，向监管机构提供本合同第三条第十一项所述的信息，包括所有合规审计结果。

(XI) The Personal Information Processing Entity shall provide the Regulatory Authority with the information described in Article III(XI) of this Contract, including all compliance audit results, in accordance with Relevant Laws and Regulations.

### **第三条 境外接收方的义务** **Article III Obligations of the Overseas Recipient**

境外接收方应当履行下列义务：

The Overseas Recipient shall perform the following obligations:

(一) 按照附录一“个人信息出境说明”所列约定处理个人信息。如超出约定的处理目的、处理方式和处理的个人信息种类，基于个人同意处理个人信息的，应当事先取得个人信息主体的单独同意；涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。

(I) The Personal Information shall be processed in accordance with the covenants listed in Annex I “Instruction on the Cross-border Transfer of Personal Information. In the event that processing activities go beyond the agreed purpose, method and categories of processing Personal Information, if such Personal Information processing activity is based on individual consent, the prior separate consent of the Personal Information Subject shall be obtained; Where the Personal Information of a minor under the age of fourteen is involved, the separate consent of the minor’s parent or other guardian shall be obtained.

(二) 受个人信息处理者委托处理个人信息的，应当按照与个人信息处理者的约定处理个人信息，不得超出与个人信息处理者约定的处理目的、处理方式等处理个人信息。

(II) When the Overseas Recipient is entrusted to process Personal Information on behalf of the Personal Information Processing Entity, it shall process Personal Information in accordance with the covenants with the Personal Information Processing Entity, and shall not process Personal Information exceeding the processing purpose and processing methods, etc. agreed with the Personal Information Processing Entity.

(三) 根据个人信息主体的要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。

(III) Upon request by the Personal Information Subject, copies of this Contract shall be provided to the Personal Information Subject. Where the trade secret or confidential business information is involved, relevant content of copies of this Contract may be appropriately handled without affecting the understanding of the Personal Information Subject.

(四) 采取对个人权益影响最小的方式处理个人信息。

(IV) The Overseas Recipient shall adopt the method to process Personal Information that has the least impact on the rights and interests of Personal Information Subject.

(五) 个人信息的保存期限为实现处理目的所必要的最短时间，保存期限届满的，应当删除个人信息（包括所有备份）。受个人信息处理者委托处理个人信息，委托合同未生效、无效、被撤销或者终止的，应当将个人信息返还个人信息处理者或者予以删除，并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的，应当停止除存储和采取必要的安全保护措施之外的处理。

(V) The Overseas Recipient will store Personal Information for the minimum period necessary to achieve the processing purpose; the Personal Information (including all backups) shall be deleted upon the expiration of the retention period. When the Overseas Recipient is entrusted to process Personal Information on behalf of the Personal Information Processing Entity, it shall return the Personal Information to the Personal Information Processing Entity or delete such information, and shall provide the Personal Information Processing Entity with a written description, provided that the entrustment contract is not effective, invalid, revoked or terminated. When it's technically difficult to delete the Personal Information, the Overseas Recipient should stop processing other than storing and taking the necessary security measures.

(六) 按下列方式保障个人信息处理安全：

(VI) The Overseas Recipient shall safeguard the security of Personal Information processing in the following means:

1. 采取包括但不限于本合同第二条第五项的技术和管理措施，并定期进行检查，确保个人信息安全。

1. In order to fulfil this obligation, the Overseas Recipient shall take technical and management measures including but not limited to as set out in Article II(V), and shall conduct regular inspection to ensure the security of Personal Information.

2. 确保授权处理个人信息的人员履行保密义务，并建立最小授权的访问控制权限。

2. Ensure that the individuals authorized to process Personal Information fulfil their confidentiality obligations, and establish a minimum authorized access control authorization.

(七) 如处理的个人信息发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问，应当开展下列工作：

(VII) In the event of the processed Personal Information be or may be tampered with, damaged, leaked, lost, illegally used, provided or accessed without authorization, the Overseas Recipient shall carry out the following work:

1. 及时采取适当补救措施，减轻对个人信息主体造成的不利影响。

1. Promptly adopt appropriate remedial measures to mitigate the adverse impact on the Personal Information Subject.

2. 立即通知个人信息处理者，并根据相关法律法规要求报告监管机构。通知应当包含下列事项：

2. Immediately inform the Personal Information Processing Entity and report to the Regulatory Authority as required by Relevant Laws and Regulations. The notification shall contain the following matters:



(1) 发生或者可能发生篡改、破坏、泄露、丢失、非法利用未经授权提供或者访问的个人信息种类、原因和可能造成的危害。

(1) The category of the Personal Information be or may be tampered with, damaged, leaked, lost, illegally used, provided or accessed without authorization, the cause of such events and possible damages.

(2) 已采取的补救措施。

(2) Remedial measures that have been adopted;

(3) 个人信息主体可以采取的减轻危害的措施。

(3) Measures that can be adopted by the Personal Information Subject to mitigate the damages;

(4) 负责处理相关情况的负责人或者负责团队的联系方式。

(4) Contact information of the person or team responsible for handling such events.

3. 相关法律法规要求通知个人信息主体的，通知的内容包含本项第2目的事项。受个人信息处理者委托处理个人信息的，由个人信息处理者通知个人信息主体。

3. Where Relevant Laws and Regulations require notification of the Personal Information Subject, the notification shall include the content of the subparagraph 2 of this paragraph; When the Overseas Recipient is entrusted by the Personal Information Processing Entity to process Personal Information, the Personal Information Processing Entity shall notify the Personal Information Subject.

4. 记录并留存所有与发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问有关的情况，包括采取的所有补救措施。

4. Record and retain all facts related to the events where the Personal Information be or may be tampered with, damaged, leaked, lost, illegally used, provided or accessed without authorization, including all remedial measures adopted;

(八) 同时符合下列条件的，方可向中华人民共和国境外的第三方提供个人信息：

(VIII) The Overseas Recipient shall only provide Personal Information to third parties located outside the territory of the People's Republic of China, unless it meets following requirements simultaneously:

1. 确有业务需要。

1. There are true business needs.

2. 已告知个人信息主体该第三方的名称或者姓名、联系方式、处理目的、处理方式、个人信息种类、保存期限以及行使个人信息主体权利的方式和程序等事项。向第三方提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。

2. The Overseas Recipient has informed the Personal Information Subject of the name, contact information of the third party, the purposes of processing, the methods of processing, the categories of Personal Information, the retention period, the means and procedure of exercising the rights of the Personal Information Subject and other matters. Where Sensitive Personal Information is provided to the third party, the Overseas Recipient shall inform the Personal Information Subject the necessity of providing Sensitive Personal Information and the impact on the Personal Information Subject's rights and interests, except for those that are not required to be informed as stipulated in laws and administrative regulations.

3. 基于个人同意处理个人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政

法规规定应当取得书面同意的，应当取得书面同意。

3. If the Personal Information is processed based on the consent of the individual, the separate consent of the Personal Information Subject shall be obtained. Where the Personal Information of a minor under the age of fourteen is involved, the separate consent of the minor's parent or other guardian shall be obtained; where written consent is required by relevant laws or administrative regulations, written consent shall be obtained.

4. 与第三方达成书面协议，确保第三方的个人信息处理活动达到中华人民共和国相关法律法规规定的个人信息保护标准，并承担因向中华人民共和国境外的第三方提供个人信息而侵害个人信息主体享有权利的法律风险。

4. Where the Overseas Recipient enters into written agreements with the third party, it shall ensure that the third party's Personal Information processing activity meet the Personal Information protection standard provided under the Relevant Laws and Regulations of the People's Republic of China, and it will assume liability for any damages that caused to the Personal Information Subject's rights due to such sharing.

5. 根据个人信息主体的要求向个人信息主体提供该书面协议的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对该书面协议相关内容进行适当处理。

5. The Overseas Recipient shall provide a copy of the agreement to the Personal Information Processing Entity upon the request of the Personal Information Subject. Where the trade secret or confidential business information is involved, relevant content of copies of this Contract may be appropriately handled without affecting the understanding of the Personal Information Subject.

(九) 受个人信息处理者委托处理个人信息，转委托第三方处理的，应当事先征得个人信息处理者同意，要求该第三方不得超出本合同附录一“个人信息出境说明”中约定的处理目的、处理方式等处理个人信息，并对该第三方的个人信息处理活动进行监督。

(IX) When the Overseas Recipient is entrusted by the Personal Information Processing Entity to process Personal Information, and it sub-entrusts a third party to process the Personal Information, a prior consent from the Personal Information Processing Entity shall be obtained; the Overseas Recipient shall require that the sub-entrusted third party will not process Personal Information beyond the processing purposes and methods as agreed in Annex I "Instructions on the Cross-border Transfer of Personal Information" of this Contract, and shall supervise the Personal Information processing activities of the third party.

(十) 利用个人信息进行自动化决策的，应当保证决策的透明度和结果公平、公正，不得对个人信息主体在交易价格等交易条件上实行不合理的差别待遇。通过自动化决策方式向个人信息主体进行信息推送、商业营销的，应当同时提供不针对其个人特征的选项，或者向个人信息主体提供便捷的拒绝方式。

(X) When the Overseas Recipient uses Personal Information for automated decision-making, it shall ensure transparency in decision-making as well as fair and equitable outcomes, and it shall not apply unreasonable differential treatment to the Personal Information Subject in terms of transaction conditions, such as transaction price. Where the Overseas Recipient conducts information push or commercial marketing to the Personal Information Subject by means of automated decision-making, it shall provide individuals with options not targeting their personal characteristics or convenient ways for the Personal Information Subject to refuse.

(十一) 承诺向个人信息处理者提供已遵守本合同义务所需的必要信息，允许个人信息处理者对必要数据文件和文档进行查阅，或者对本合同涵盖的处理活动进行合规审计，并为个人信息处理者开展合规审计提供便利。

(XI) The Overseas Recipient shall undertake to provide the Personal Information Processing Entity with necessary information that it has complied with the obligations of this Contract, to allow the Personal Information Processing Entity to review files and documents related to the transferred

Personal Information, or to conduct compliance audit the processing activities covered by this Contract. In case of such audit, the Overseas Recipient shall provide convenience for the compliance audits carried out by the Personal Information Processing Entity.

(十二) 对开展的个人信息处理活动进行客观记录, 保存记录至少 3 年, 并按照相关法律法规要求直接或者通过个人信息处理者向监管机构提供相关记录文件。

(XII) The Overseas Recipient shall maintain objective records of the Personal Information processing activities and retain the records for at least three years; it shall provide relevant records and documents to the Regulatory Authority directly or through the Personal Information Processing Entity as required by Relevant Laws and Regulations.

(十三) 同意在监督本合同实施的相关程序中接受监管机构的监督管理, 包括但不限于答复监管机构询问、配合监管机构检查、服从监管机构采取的措施或者作出的决定、提供已采取必要行动的书面证明等。

(XIII) The Overseas Recipient agrees to be subject to the supervision and management of the Regulatory Authority in procedures related to the performance of this Contract, including but not limited to responding to inquiries from the Regulatory Authority, cooperating with the Regulatory Authority's inspections, complying with the measures taken or decisions made by the Regulatory Authority and providing written proof that the necessary actions have been taken.

**第四条 境外接收方所在国家或者地区个人信息保护政策和法规对合同履行的影响**  
**Article IV Impact of Personal Information Protection Policies and Regulations of the Country or Region Where the Overseas Recipient is Located on Performance of this Contract**

(一) 双方应当保证在本合同订立时已尽到合理注意义务, 未发现境外接收方所在国家或者地区的个人信息保护政策和法规 (包括任何提供个人信息的要求或者授权公共机关访问个人信息的规定) 影响境外接收方履行本合同约定的义务。

(I) The Parties shall warrant that they have exercised reasonable care at the time of the conclusion of this contract and they have not found any Personal Information protection policies and regulations (including any requirements to provide Personal Information to public authorities or allow their access to Personal Information) in the country or region where the Overseas Recipient is located that would prevent the Overseas Recipient from performing its obligations under this Contract.

(二) 双方声明, 在作出本条第一项的保证时, 已经结合下列情形进行评估:

(II) The Parties represent that the following situations have been assessed in providing the warranties in paragraph (I) of this Article:

1. 出境的具体情况, 包括个人信息处理目的、传输个人信息的种类、规模、范围及敏感程度、传输的规模和频率、个人信息传输及境外接收方的保存期限、境外接收方此前类似的个人信息跨境传输和处理相关经验、境外接收方是否曾发生个人信息安全相关事件及是否进行了及时有效地处置、境外接收方是否曾收到其所在国家或者地区公共机关要求其提供个人信息的请求及境外接收方应对的情况。

1. Specific information about cross-border transfer, including the purposes of processing the Personal Information, category, size, scope and sensitivity of the transferred Personal information, the volume and frequency of the transfer, the period of the transfer of Personal Information, the retention period of Personal Information by the Overseas Recipient, previous experiences of the Overseas Recipient in similar cross-border transfers and processing of Personal Information, whether the Overseas Recipient had any Personal Information-related incidents and took responsive actions in a timely and effective manner, and whether the Overseas Recipient has received requests for Personal Information from public authorities in the country or region where it is located and the response of the Overseas Recipient.

2. 境外接收方所在国家或者地区的个人信息保护政策和法规，包括下列要素：  
2. The Personal Information protection policies and regulations of the country or region where the Overseas Recipient is located, including the following elements:

(1) 该国家或者地区现行的个人信息保护法律法规及普遍适用的标准。

(1) Information about the current laws and regulations, as well as generally applicable standards for Personal Information protection in that country or region.

(2) 该国家或者地区加入的区域性或者全球性的个人信息保护方面的组织，以及所作出的具有约束力的国际承诺。

(2) Regional or global organizations acceded to and binding international commitments entered into by such country or region in terms of Personal Information protection.

(3) 该国家或者地区落实个人信息保护的机制，如是否具备个人信息保护的监督执法机构和相关司法机构等。

(3) The mechanism for implementing Personal Information protection in the country or region, such as whether there are regulatory and law enforcement agencies and relevant judicial agencies to protect Personal Information, etc.

3. 境外接收方安全管理制度和技术手段保障能力。

3. The security management system, technical measures and supporting capabilities of the Overseas Recipient.

(三) 境外接收方保证，在根据本条第二项进行评估时，已尽最大努力为个人信息处理者提供了必要的相关信息。

(III) The Overseas Recipient warrants that, in the assessment under paragraph (II) of this Article, it has made its best efforts to provide the Personal Information Processing Entity with necessary and relevant information.

(四) 双方应当记录根据本条第二项进行评估的过程和结果。

(IV) The Parties shall record the process and results of the assessment conducted under paragraph (II) of this Article.

(五) 因境外接收方所在国家或者地区的个人信息保护政策和法规发生变化（包括境外接收方所在国家或者地区更改法律，或者采取强制性措施）导致境外接收方无法履行本合同的，境外接收方应当在知道该变化后立即通知个人信息处理者。

(V) If the Overseas Recipient is unable to perform this Contract due to any changes in the Personal Information protection policies and regulations of the country or region where the Overseas Recipient is located (including any changes in the laws of the country or region where the Overseas Recipient is located, or any mandatory measures taken by such country or region), the Overseas Recipient shall notify the Personal Information Processing Entity of the changes as soon as it becomes aware of them.

(六) 境外接收方接到所在国家或者地区的政府部门、司法机构关于提供本合同项下的个人信息要求的，应当立即通知个人信息处理者。

(VI) If the Overseas Recipient receives a request to provide the Personal Information under this Contract from the governmental department or judicial institution of the country or region where it is located, it shall immediately notify the Personal Information Processing Entity.

## **第五条 个人信息主体的权利**

### **Article V Rights of the Personal Information Subject**

双方约定个人信息主体作为本合同第三方受益人享有以下权利：

The Parties agree that the Personal Information Subject is entitled with the following rights as a third-party beneficiary hereunder:

(一) 个人信息主体依据相关法律法规，对其个人信息的处理享有知情权、决定权，有权限制或者拒绝他人对其个人信息进行处理，有权要求查阅、复制、更正、补充、删除其个人信息，有权要求对其个人信息处理规则进行解释说明。

(I) In accordance with Relevant Laws and Regulations, the Personal Information Subject has the right to know, the right to make decisions about the processing of their Personal Information, the right to restrict or object the processing of their Personal Information by others, the right to access, the right to request a copy, the right to correct or supplement, the right to delete their Personal Information and the right to request explanations on the rules for processing their Personal Information.

(二) 当个人信息主体要求对已经出境的个人信息行使上述权利时，个人信息主体可以请求个人信息处理者采取适当措施实现，或者直接向境外接收方提出请求。个人信息处理者无法实现的，应当通知并要求境外接收方协助实现。

(II) In the event that the Personal Information Subject requests to exercise the abovementioned rights on the transferred Personal Information, the Personal Information Subject may request the Personal Information Processing Entity to take appropriate measures for realization of such rights, or directly make such request to the Overseas Recipient. If the Personal Information Processing Entity is unable to realize such rights, it shall notify and request the Overseas Recipient to assist in realization.

(三) 境外接收方应当按照个人信息处理者的通知，或者根据个人信息主体的请求，在合理期限内实现个人信息主体依照相关法律法规所享有的权利。

(III) The Overseas Recipient shall, as notified by the Personal Information Processing Entity or upon the request of the Personal Information Subject, realize the rights entitled by the Personal Information Subject in accordance with Relevant Laws and Regulations within a reasonable period.

境外接收方应当以显著的方式、清晰易懂的语言真实、准确、完整地告知个人信息主体相关信息。

The Overseas Recipient shall truthfully, accurately and completely inform the Personal Information Subject of relevant information in a conspicuous manner in clear and plain language.

(四) 境外接收方拒绝个人信息主体的请求的，应当告知个人信息主体其拒绝的原因，以及个人信息主体向相关监管机构提出投诉和寻求司法救济的途径。

(IV) If the Overseas Recipient intends to reject a request of the Personal Information Subject, it shall inform the Personal Information Subject of the reasons for its rejection and the ways for the Personal Information Subject to file complaints with the relevant Regulatory Authority and means to seek judicial remedies.

(五) 个人信息主体作为本合同第三方受益人有权根据本合同条款向个人信息处理者和境外接收方的一方或者双方主张并要求履行本合同项下与个人信息主体权利相关的下列条款：

(V) The Personal Information Subject, as a third-party beneficiary under this Contract, shall have the right to claim and require the performance of the following clauses relating to the rights of the Personal Information Subject under this Contract by one or both of the Personal Information Processing Entity or the Overseas Recipient in accordance with the terms of this Contract:

1. 第二条，但第二条第五项、第六项、第七项、第十一项除外。
1. Article II, except for paragraphs (V), (VI), (VII), and (XI) of Article II.
  
2. 第三条，但第三条第七项第2目和第4目、第九项、第十一项、第十二项、第十三项除外。
2. Article III, except for subparagraphs 2 and 4 of paragraph (VII), paragraph (IX), paragraph (XI), paragraph (XII), and paragraph (XIII) of Article III.

3. 第四条，但第四条第五项、第六项除外。
3. Article IV, except for paragraphs (V) and (VI) of Article IV.
4. 第五条。
4. Article V.
5. 第六条。
5. Article VI.
6. 第八条第二项、第三项。
6. Paragraphs (II) and (III) of Article VIII.
7. 第九条第五项。
7. Paragraph (V) of Article IX.

上述约定不影响个人信息主体依据《中华人民共和国个人信息保护法》享有的权益。

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

## 第六条 救济 Article VI Remedy

(一) 境外接收方应当确定一个联系人，授权其答复有关个人信息处理的询问或者投诉，并应当及时处理个人信息主体的询问或者投诉。境外接收方应当将联系人信息告知个人信息处理者，并以简洁易懂的方式，通过单独通知或者在其网站公告，告知个人信息主体该联系人信息，具体为：

标普道琼斯指数  
罗佩梅克街 25 号  
伦敦  
邮编 EC2Y 9LY  
英国  
[spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com)

(I) The Overseas Recipient shall designate a contact person, authorize him or her to respond to inquiries or complaints concerning Personal Information processing, and promptly address inquiries or complaints of the Personal Information Subject. The Overseas Recipient shall inform the Personal Information Processing Entity of information about the contact person, and inform the Personal Information Subject of information of the contact person in a simple and understandable manner through separate notice or announcement on its website, as follows:

S&P Dow Jones Indices  
25 Ropemaker Street  
London  
EC2Y 9LY  
United Kingdom  
[spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com)

(二) 一方因履行本合同与个人信息主体发生争议的，应当通知另一方，双方应当合作解决争议。

(II) In the event of a dispute a party has a dispute with the Personal Information Subject due to the performance of this Contract, it shall notify the other Party, and the Parties shall cooperate to resolve the dispute.

(三) 争议未能友好解决, 个人信息主体根据第五条行使第三方受益人的权利的, 境外接收方接受个人信息主体通过下列形式维护权利:

(III) If the dispute cannot be resolved amicably and the Personal Information Subject exercises the rights of a third-party beneficiary in accordance with Article V, the Overseas Recipient shall accept that the Personal Information Subject protect their rights through the following methods:

1. 向监管机构投诉。  
1. Filing a complaint with the Regulatory Authority.
2. 向本条第五项约定的法院提起诉讼。  
2. Filing a lawsuit with a court agreed in paragraph (V) of this Article.

(四) 双方同意个人信息主体就本合同争议行使第三方受益人权利, 个人信息主体选择适用中华人民共和国相关法律法规的, 从其选择。

(IV) The Parties agree that the Personal Information Subject shall exercise the rights of a third party beneficiary in relation to disputes under this contract, and that the subject of personal information shall follow the relevant laws and regulations of the People's Republic of China if he or she chooses to apply them.

(五) 双方同意个人信息主体就本合同争议行使第三方受益人权利的, 个人信息主体可以依据《中华人民共和国民事诉讼法》向有管辖权的人民法院提起诉讼。

(V) The Parties agree that if the Personal Information Subject exercises the rights of a third party beneficiary in relation to a dispute under this contract, the Personal Information Subject may file a lawsuit with the people's court with jurisdiction in accordance with the Civil Procedure Law of the People's Republic of China.

(六) 双方同意个人信息主体所作的维权选择不会减损个人信息主体根据其他法律法规寻求救济的权利。

(VI) The Parties agree that the choice made by the Personal Information Subject to safeguard his or her rights and interests will not diminish the rights of the Personal Information Subject to seek remedies under other laws and regulations.

## **第七条 合同解除** **Article VII Termination of the Contract**

(一) 境外接收方违反本合同约定的义务, 或者境外接收方所在国家或者地区的个人信息保护政策和法规发生变化(包括境外接收方所在国家或者地区更改法律, 或者采取强制性措施)导致境外接收方无法履行本合同的, 个人信息处理者可以暂停向境外接收方提供个人信息, 直到违约行为被改正或者合同被解除。

(I) If the Overseas Recipient breaches its obligations under this Contract, or if there are changes in the personal information protection policies and regulations of the Overseas Recipient's country or region (including changes in the laws of the Overseas Recipient's country or region, or the adoption of mandatory measures), resulting in the Overseas Recipient's inability to perform this contract, the Personal Information Processing Entity may suspend the provision of Personal Information to the Overseas Recipient until the breach is corrected or the Contract is terminated.

(二) 有下列情形之一的, 个人信息处理者有权解除本合同, 并在必要时通知监管机构:

(II) In the event of any of the following circumstances, the Personal Information Processing Entity has the right to terminate this Contract and notify the Regulatory Authority if necessary:

1. 个人信息处理者根据本条第一项的规定暂停向境外接收方提供个人信息的时间超过

1个月。

1. The Personal Information Processing Entity suspends the provision of Personal Information to the Overseas Recipient for more than one month in accordance with paragraph (I) of this Article.

2. 境外接收方遵守本合同将违反其所在国家或者地区的法律规定。

2. The compliance with this Contract by the Overseas Recipient would violate laws and regulations of the country or region where it is located.

3. 境外接收方严重或者持续违反本合同约定的义务。

3. The Overseas Recipient seriously or continuously breaches its obligations under this Contract.

4. 根据境外接收方的主管法院或者监管机构作出的终局决定，境外接收方或者个人信息处理者违反了本合同约定的义务。

4. The Overseas Recipient or the Personal Information Processing Entity breaches the provision of this Contract according to a final decision made by a competent court or regulatory authority of the Overseas Recipient.

在本项第1目、第2目、第4目的情况下，境外接收方可以解除本合同。

In the case of subparagraphs 1, 2 and 4 of this paragraph, the Overseas Recipient may cancel terminate contract.

(三) 经双方同意解除本合同的，合同解除不免除其在个人信息处理过程中的个人信息保护义务。

(III) The Parties may terminate the Contract by mutual consent, provided that the termination of this Contract does not exempt the Parties from their obligations for Personal Information protection in processing Personal Information.

(四) 合同解除时，境外接收方应当及时返还或者删除其根据本合同所接收到的个人信息（包括所有备份），并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的，应当停止除存储和采取必要的安全保护措施之外的处理。

(IV) Upon termination of the Contract, the Overseas Recipient shall promptly return or destroy the Personal Information it has received under this Contract (including all backups) and provide a written explanation to the Personal Information Processing Entity. If deletion of Personal Information is technically difficult to achieve, processing measures other than storage and taking the necessary safety protection measures shall be stopped.

## **第八条 违约责任**

### **Article VIII Liabilities for breach of the Contract**

(一) 双方应就其违反本合同而给对方造成的损失承担责任。

(I) A Party shall be liable to the other Party for any loss caused to that Party by its breach of this Contract.

(二) 任何一方因违反本合同而侵害个人信息主体享有的权利，应当对个人信息主体承担民事法律责任，且不影响相关法律法规规定个人信息处理者应当承担的行政、刑事等法律责任。

(II) Any Party who violates the rights enjoyed by the Personal Information Subject due to a breach of this Contract shall bear civil legal responsibility for the Personal Information Subject and shall not affect the administrative, criminal and other legal responsibilities of the Personal Information Processing Entity under relevant laws and regulations.

(三) 双方依法承担连带责任的，个人信息主体有权请求任何一方或者双方承担责任。一



方承担的责任超过其应当承担的责任份额时，有权向另一方追偿。

(III) In the event that the Parties are jointly and severally liable in accordance with the law, the Personal Information Subject has the right to request either Party or both Parties to assume responsibility. If a Party assumes liability in excess of its share of liability, it has the right to reimbursement from the other party.

**第九条 其他**  
**Article IX Miscellaneous**

(一) 如本合同与双方订立的任何其他法律文件发生冲突，本合同的条款优先适用。

(I) In the event of any conflicts between this Contract and any other legal documents entered into by the Parties, the terms of this Contract shall prevail.

(二) 本合同的成立、效力、履行、解释、因本合同引起的双方间的任何争议，适用中华人民共和国相关法律法规。

(II) The establishment, validity, performance, interpretation, and any disputes between the Parties arising from this Contract shall be governed by the Relevant Laws and Regulations of the People's Republic of China.

(三) 发出的通知应当以电子邮件、电报、电传、传真（以航空信件寄送确认副本）或者航空挂号信发往 [spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com) 或者书面通知取代该地址的其它地址。如以航空挂号信寄出本合同项下的通知，在邮戳日期后的第一（1）天应当视为收讫；如以电子邮件、电报、电传或者传真发出，在发出以后的第一（1）个工作日应当视为收讫。

(III) All notices shall be sent by email, cable, telex, fax (with a confirmed copy sent by airmail) or registered airmail, to [spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com) or any other address in lieu of such address as specified in a written notice. If any notice under this Contract is sent by registered airmail, it shall be deemed to have been received on the first day after the postmark date. If sent by e-mail, cable, telex or fax, it shall be deemed to have been received on the first business day after it is sent.

(四) 双方因本合同产生的争议以及任何一方因先行赔偿个人信息主体损害赔偿责任人而向另一方的追偿，双方应当协商解决；协商不成，任何一方可以采取下列第一（1）种方式加以解决（如选择仲裁，请勾选仲裁机构）：

(IV) The Parties shall negotiate and solve the disputes arising from this Contract between the Parties and the reimbursement demanded by either Party from the other Party for payment of Personal Information Subject made in advance; if the negotiation fails to resolve, either party may select the first option below for resolution (if arbitration is selected, please select the arbitration institution):

1. 仲裁。
1. Arbitration.

将该争议提交

The dispute shall be submitted to

中国国际经济贸易仲裁委员会  
China International Economic and Trade Arbitration Commission

中国海事仲裁委员会  
China Maritime Arbitration Commission

北京仲裁委员会（北京国际仲裁中心）  
Beijing Arbitration Commission (Beijing International Arbitration Center)

上海国际仲裁中心  
Shanghai International Arbitration Center

其他《承认及执行外国仲裁裁决公约》成员的仲裁机构美国仲裁协会按其届时有效的仲裁规则在纽约进行仲裁；

Arbitration institution of the other member of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, American Arbitration Association for arbitration in New York in accordance with its arbitration rules in force at the time;

2. 诉讼。依法向中华人民共和国有管辖权的人民法院提起诉讼。  
2. Litigation. A lawsuit shall be filed with competent people's court in the People's Republic of China in accordance with the law.

(五) 本合同应当按照相关法律法规的规定进行解释，不得以与相关法律法规规定的权利、义务相抵触的方式解释本合同。

(V) This Contract shall be interpreted in accordance with the provisions of Relevant Laws and Regulations, and shall not be interpreted in a manner inconsistent with the rights and obligations stipulated in Relevant Laws and Regulations.

(六) 本合同正本一式两(2)份，双方各执一(1)份，其法律效力相同。  
本合同在纽约签订。

(VI) The original of this Contract is made out in two (2) copies, and the Parties each shall hold one (1) copy, all of which shall have same force and effect.

This Contract is executed at New York.

个人信息处理者：此处输入个人信息处理者

Personal Information Processing Entity: *Enter Personal Information Processing Entity here*

\_\_\_\_年\_\_\_\_月\_\_\_\_日

Date 此处输入日期 *Enter date here*

境外接收方：标普全球亚太有限公司

Overseas Recipient: S&P Global Asia Pacific LLC

\_\_\_\_年\_\_\_\_月\_\_\_\_日

Date 此处输入日期 *Enter date here*

附录一  
Annex I

个人信息出境说明  
Instructions on the Cross-border Transfer of Personal Information

根据本合同向境外提供个人信息的详情约定如下：

The details of cross-border transfer of Personal Information under this Contract are agreed as follows:

(一) 处理目的：

(I) Processing purpose:

处理目的包括：

The processing purposes include:

- 对于境外接收方（标普全球）和/或子处理者而言，处理目的是为了：

For the overseas recipient (S&P Global) and/or its subprocessors to:

- (i) 为订阅用户和/或授权用户提供安全的、受密码控制的服务访问权限；  
provide secure password-controlled access to subscribers and/or authorized users to services;
- (ii) 识别服务的订阅用户和/或授权用户，以便为这些用户提供、跟踪和记录维护、支持和培训；  
identify subscribers and/or authorized users of services for the purposes of providing, tracking and recording maintenance, support and training to/for such users;
- (iii) 向第三方供应商确认、报告和说明服务的使用情况，并使该等第三方供应商能够管理/控制个人对服务的访问，只要标普根据合同或法律在这方面负有义务；  
confirm, report, and account for use of the services to third-party providers and enable such third-party providers to manage/control individual access to the services insofar as S&P is obliged in such regard by contract or law;
- (iv) 在适用法律或法规要求的范围内，向订阅用户报告和说明服务的使用情况；  
report and account for use of the services to the subscriber insofar as required by applicable law or regulation;
- (v) 对与授权用户有关的个人信息进行匿名处理；  
anonymize Personal Information relating to authorized users;
- (vi) 审查服务的获取和使用方式、时间、地点和对象，并根据这种审查的结果促进和调整服务；  
review how, when, where, and by whom services are accessed and used and promote and tailor the services in accordance with the results of such review;
- (vii) 改进和发展标普的服务，支持、训练并开发新的服务和产品；  
improve and develop S&P's services, support and train and develop new services and offerings;
- (viii) 履行我们在协议下承担的义务，包括会计、发票和客户关怀方面的义务；  
meet our obligations under the Agreement, including for accounting, invoicing, and customer care
- (ix) 履行我们与服务有关的法律义务，例如制裁筛查，和/或行使、确立以及维护我们的合法权利；  
to meet our legal obligations in connection with the services, such as for sanctions screening, and/or to exercise, establish, or defend our legal rights;

- (x) 与授权用户就他们可能感兴趣的服务及其他产品和服务进行沟通，并优化标普的销售和营销活动。  
communicate with authorized users regarding the services and other products and services that may be of interest to them and otherwise optimize S&P's sales and marketing;

- 供个人信息处理者使用服务以及访问服务中含有的任何数据。  
For the Personal Information Processing Entity to use the services and access any data contained within them.

**(二) 处理方式:**

**(II) Processing method:**

订阅用户通过受安全保护或密码保护的网站、应用程序接口、文件传输协议、电子邮件和/或经销商平台访问标普全球的产品。

Subscriber accesses S&P Global products through security protected/password protected websites, API, FTP, email and/or distributor platform.

**(三) 出境个人信息的规模:**

**(III) The size of Personal Information transferred overseas:**

基于订阅用户的指示。

Based on subscriber's instruction.

*进一步细节可在此处添加，或将本文本删除； Additional detail may be added here, or this text may be deleted.*

**(四) 出境个人信息种类（参考 GB/T 35273 《信息安全技术个人信息安全规范》和相关标准）:**

**(IV) Categories of transferred Personal Information (Referring to GB/T 35273 Information Security Technology Personal Information Security Standard and related standards):**

包括下列个人信息主体的个人信息种类:

Includes the Personal Information of the Personal Information Subjects as stated in the table below:

- (i) 代表订阅用户支付或接收发票、管理合同续期或以其他方式管理标普全球与订阅用户关系的人，或是一项服务的授权用户（订阅用户关系数据/用户数据）；以及  
who pay or receive invoices, manage contract renewals, or otherwise manage the relationship between S&P Global and the subscriber on behalf of the subscriber/ who are authorized users of a service (subscriber relationship data / user data); and
- (ii) 由订阅用户自己或代表订阅用户上传到标普全球的平台或系统（订阅用户专有数据）。  
uploaded by or on behalf of subscriber to S&P Global platform or system (subscriber proprietary data).

|   |   |
|---|---|
| Personal general information<br>个人基本信息  | Name, mobile phone number, office telephone number, office E-mail address.<br>姓名、手机号、办公室电话号码、办公室电子邮箱地址。 |
| Personal identity information<br>个人身份信息 | Job title, name of employer, office physical address.<br>职务、雇主名称、办公室物理位置。                               |

|  |   |
|--|---|
| Network ID information<br>网络身份标识信息           | Personal Information Subject's Internet Protocol address.<br>个人信息主体的 IP（互联网通信协议）地址。   |
| Personal communication information<br>个人通信信息 | Support and training interactions with Personal Information Subjects<br>与个人信息主体之间支持和训练互动  |
| Personal login records<br>个人上网记录             | Personal Information Subject's usage tracking information including online identifiers and tracking<br>个人信息主体的使用踪迹信息，包括在线标识符和线上行踪 |

(五) 出境敏感个人信息种类（如适用，参考 GB/T 35273《信息安全技术个人信息安全规范》和相关标准）：

(V) **Categories of Sensitive Personal Information (If applicable, referring to GB/T 35273 Information Security Technology Personal Information Security Specification and related standards):**

|                           |   |
|---------------------------|---|
| Other information<br>其他信息 | Usage tracking information including online identifiers and tracking<br>使用踪迹信息，包括在线标识符和线上行踪 |
|---------------------------|---|

(六) 境外接收方只向以下中华人民共和国境外第三方提供个人信息（如适用）：

(VI) **The Overseas Recipient will only provide Personal Information to the following third parties outside the People's Republic of China (if applicable):**

传输至境外接收方的个人信息提供给：

The Personal Information transferred to the Overseas Recipient is provided to:

- (i) 标普道琼斯指数有限公司及其子公司；  
S&P Dow Jones Indices LLC and its affiliate entities;

以及  
and

- (ii) 标普全球公司。  
S&P Global Inc.

(七) 传输方式：

(VII) **Transfer method:**

订阅用户通过受安全保护或密码保护的网站、应用程序接口、文件传输协议、电子邮件和/或经销商平台访问标普全球的产品。

Subscriber accesses S&P products through security protected/password protected websites, API, FTP, email and/or distributor platform.

(八) 出境后保存期限：

(年月日至年月日)

(VIII) **Storage period after the Personal Information is transferred overseas:**

帐户关闭后 7 年，或根据订阅用户的另行指示。

7 years after the account is closed or otherwise based on Subscriber's instruction.

(九) 出境后保存地点：

(IX) **Storage location after the Personal Information is transferred overseas:**

美国

United States of America

新加坡

Singapore

爱尔兰

Ireland

(十) 其他事项 (视情况填写):

(X) **Other matters (fill in as appropriate):**

无。

None.

附录二  
Annex II

双方约定的其他条款（如需要）  
**Other Clauses Agreed by the Parties (if needed)**