

采购订单个人信息保护条款 (“条款”) (2026.01)

Personal Information Protection Clauses for Purchase Orders (“Clause”) (2026.01)

1. 目的与适用范围 Purpose and Scope

本条款依据《中华人民共和国个人信息保护法》及相关法律制定,适用于双方在履行采购订单过程中涉及的个人信息处理活动。本条款为采购订单不可分割的组成部分,与采购订单具有同等法律效力。除非双方另有书面约定,双方在采购订单履行之外的个人信息处理活动,不适用本条款。

This Clause are formulated in accordance with the Personal Information Protection Law of the People’s Republic of China and other applicable laws, and apply to Personal Information processing activities involved in the performance of the purchase order by both parties. This Clause constitute an integral part of the purchase order and have the same legal effect as the purchase order. Unless otherwise agreed in writing by both parties, this Clause shall not apply to Personal Information processing activities outside the performance of the purchase order.

2. 基本定义 Definitions

- 2.1 **个人信息:** 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。

Personal Information means all kinds of information, recorded electronically or otherwise, relating to an identified or identifiable natural person, excluding anonymized information.

- 2.2 **敏感个人信息:** 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。

Sensitive Personal Information means Personal Information which, once leaked or illegally used, may easily lead to infringement of a natural person’s personal dignity or endanger personal or property safety, including biometric data, religious beliefs, specific identities, medical and health information, financial account information, location and tracking data, as well as Personal Information of minors under the age of fourteen (14).

- 2.3 **处理:** 指对个人信息的收集、存储、使用、加工、传输、提供、公开、删除等行为。

Processing means activities including the collection, storage, use, processing, transmission, provision, disclosure, deletion, or other handling of Personal Information.

- 2.4 **个人信息处理者:** 指在个人信息处理活动中,自主决定处理目的和处理方式的组织或个人。

Personal Information Processor means any organization or individual that independently determines the purposes and means of processing Personal Information.

- 2.5 **委托处理:** 指个人信息处理者 (“**委托方**”) 委托他人 (“**受托方**”) 按照其指示处理个人信息,且委托方依法对受托方的处理活动进行监督的情形。

Entrusted Processing means a situation where a Personal Information Processor (the “**Entrusting Party**”) entrusts another party (the “**Entrusted Party**”) to process Personal Information in accordance with its instructions, and lawfully supervises the processing activities of the Entrusted Party.

3. 处理原则 Processing Principles

- 3.1 双方确认,在履行采购订单过程中处理个人信息,应遵循合法、正当、必要、诚信原则,并限于实现合同履行、供应商/客户管理、结算、审计、合规及法律义务所必需的最小范围。

Both parties acknowledge that Personal Information processed in the course of performing the purchase order shall comply with the principles of legality, legitimacy, necessity, and good faith, and shall be limited to the minimum scope necessary for contract performance, supplier/customer management, settlement, auditing, compliance, and fulfillment of legal obligations.

- 3.2 未经法律允许或双方另行书面约定,任何一方不得超出前述目的处理个人信息。

Unless otherwise permitted by applicable laws or agreed in writing by both parties, neither party shall process Personal Information beyond the purposes set forth above.

4. 个人信息处理角色的认定 Determination of Personal Information Processing Roles

- 4.1 双方确认，个人信息处理角色的认定，应以是否自主决定个人信息处理目的和处理方式为判断标准，不因个人信息的提供或接收行为本身当然构成委托处理关系。
Both parties acknowledge that the determination of Personal Information processing roles shall be based on whether a party independently determines the purposes and means of processing, and that the mere provision or receipt of Personal Information does not automatically constitute an entrusted processing relationship.
- 4.2 一方向另一方提供其员工、联系人或其他自然人的个人信息的，该提供方为该等个人信息处理活动的个人信息处理者，并应依法履行相应的告知及合法性义务。
Where one party provides Personal Information of its employees, contacts, or other natural persons to the other party, the providing party shall be deemed the Personal Information Processor for such processing activities and shall lawfully fulfill relevant notification and legality obligations.
- 4.3 一方在接收对方提供的个人信息后，基于自身履行合同、供应商/客户管理、财务结算、内部控制、合规或法律义务等独立目的，自主决定处理方式的，应视为独立的个人信息处理者。
Where a party, after receiving Personal Information from the other party, independently determines the processing methods for its own purposes such as contract performance, supplier/customer management, financial settlement, internal control, compliance, or legal obligations, such party shall be deemed an independent Personal Information Processor.
- 4.4 仅在个人信息接收方完全按照提供方的明确书面指示处理个人信息，且不为自身任何目的使用该等个人信息的情形下，方构成受托处理。
An entrusted processing relationship shall be established only where the receiving party processes Personal Information strictly in accordance with the explicit written instructions of the providing party and does not use such Personal Information for any of its own purposes.

5. 受托方的特定义务（如适用） Specific Obligations of the Entrusted Party (If Applicable)

- 5.1 当且仅当双方根据本条款确认为委托处理关系时，本第 5 条规定适用。
This Section 5 shall apply only where the parties confirm an entrusted processing relationship pursuant to this Clause.
- 5.2 受托方应严格按照委托方的书面指示处理个人信息，不得超出委托方的指示范围。
The Entrusted Party shall process Personal Information strictly in accordance with the written instructions of the Entrusting Party and shall not exceed the scope of such instructions.
- 5.3 未经委托方事先书面同意，受托方不得将个人信息处理任务转委托给任何第三方。
Without the prior written consent of the Entrusting Party, the Entrusted Party shall not sub-entrust any Personal Information processing activities to any third party.
- 5.4 委托处理关系终止后，受托方应按委托方要求删除、返还相关个人信息，法律另有规定的除外。
Upon termination of the entrusted processing relationship, the Entrusted Party shall, in accordance with the requirements of the Entrusting Party, delete or return the relevant Personal Information, unless otherwise required by applicable laws.

6. 双方作为独立个人信息处理者的义务 Obligations of the Parties as Independent Personal Information Processors

- 6.1 各方应自行确保其个人信息处理活动符合法律规定，并依法履行个人信息主体权利响应义务。
Each party shall independently ensure that its Personal Information processing activities comply with applicable laws and shall lawfully fulfill obligations to respond to the rights of Personal Information subjects.
- 6.2 各方应对其独立处理行为依法承担相应的行政、民事及其他法律责任。
Each party shall bear corresponding administrative, civil, and other legal liabilities for its independent processing activities in accordance with applicable laws.
- 6.3 除法律另有规定外，一方不因另一方的独立处理行为承担连带责任。
Unless otherwise provided by applicable laws, neither party shall bear joint liability for the independent processing activities of the other party.

7. 安全保护措施 Security Safeguards

双方应根据所处理个人信息的类型、规模及风险程度，采取合理、必要的技术和管理措施，防止个人信息泄露、篡改、丢失或被非法使用。

Both parties shall adopt reasonable and necessary technical and organizational measures, taking into account the type, scale, and risk level of the Personal Information processed, to prevent Personal Information from being leaked, tampered with, lost, or illegally used.

8. 个人信息跨境处理 Cross-Border Processing of Personal Information

8.1 如任何一方在其作为个人信息处理者的情形下向中华人民共和国境外提供个人信息，应由该方依法履行个人信息跨境传输所需的全部法律程序。

Where any party, acting as a Personal Information Processor, provides Personal Information outside the territory of the People's Republic of China, such party shall independently complete all legally required procedures for cross-border transfer of Personal Information.

8.2 在委托处理情形下，受托方未经委托方事先书面同意，不得开展任何形式的个人信息跨境处理。

In the case of entrusted processing, the Entrusted Party shall not conduct any form of cross-border processing of Personal Information without the prior written consent of the Entrusting Party.

9. 个人信息安全事件 Personal Information Security Incidents

9.1 任何一方发生个人信息安全事件的，应依法及时采取补救措施；如该事件可能对另一方产生影响的，应尽快通知对方，并依法履行向监管机构及个人的报告、告知义务。

Where a Personal Information security incident occurs to either party, such party shall promptly take remedial measures in accordance with applicable laws. If the incident may have an impact on the other party, the affected party shall notify the other party as soon as practicable and lawfully fulfill reporting and notification obligations to regulatory authorities and affected individuals.

9.2 一旦发生安全事件，双方应立即共享必要信息，初步判断事件涉及的处理活动性质及各自角色，并据此依法协同开展后续工作。

Upon the occurrence of a security incident, both parties shall immediately share necessary information, preliminarily determine the nature of the processing activities involved and their respective roles, and lawfully cooperate in subsequent handling of the incident.

10. 责任与赔偿 Liability and Indemnification

因一方违反法律或本条款约定，导致另一方遭受损失、被监管处罚或需向个人承担赔偿责任的，违约方应依法承担相应赔偿责任。

Where one party's violation of applicable laws or this Clause causes the other party to suffer losses, incur regulatory penalties, or bear compensation liabilities to individuals, the breaching party shall bear corresponding indemnification liabilities in accordance with applicable laws.

11. 适用法律 Governing Law

本条款的订立、效力、解释与履行，适用中华人民共和国法律。如适用法律发生变动，本条款应及时修改，以确保符合最新的法律法规要求。

The formation, validity, interpretation, and performance of this Clause shall be governed by the laws of the People's Republic of China. Where applicable laws are amended, this Clause shall be timely updated to ensure compliance with the latest legal and regulatory requirements.