

## Personal Information Protection Policy for Contract Partner

### 合作方个人信息保护政策

<p>This Personal Information Protection Policy for Contract Partner (this “Policy”) forms part of the Agreement between Vital Strategies (“Vital Strategies”) and any supplier, vendor, subgrantee, consultant, project partner or any other third party (collectively “Contract Partner”) and applies to all activities relating to Processing Personal Information by Contract Partner in the course of providing the products or services under the Agreement.</p> <p><b>“Personal Information”</b> means any information relating to an identified or identifiable natural person recorded electronically or by other means, excluding information that has been anonymized.</p> <p><b>“Processing”, “Process”</b> means any operation which is performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, use, transmission, dissemination or otherwise making available, erasure or destruction.</p> <p><b>“Applicable Data Protection Laws”</b> means applicable data protection, privacy, or data security laws or regulations that may exist in any relevant jurisdiction such as, the Personal Information Protection Law of the People’s Republic of China, the General Data Protection Regulation 2016/679 (“GDPR”), federal and state US privacy laws.</p> <p><b>Processing Personal Information.</b> Contract Partner may only process Personal Information as permitted under the Agreement and Applicable Data Protection Laws. Contract Partner is strictly prohibited from selling, retaining, using or disclosing any Personal Information to any third party for any purpose other than as necessary to provide the products or services set forth in the Agreement or for any benefit of itself or any third party.</p> <p>Contract Partner shall ensure its employees involved in Processing of Personal Information are bound by confidentiality obligations in writing, are prohibited from Processing Personal Information without authorization, and have received appropriate training on their responsibilities.</p> <p><b>Sub-processors.</b> Contract Partner warrants that its sub-processors will comply with the Applicable Privacy Laws and be bound by data protection obligations no less restrictive than the terms set out in this Policy. Contract Partner shall be fully liable for any act and omission of its sub-processors to the same extent Contract Partner would be liable if performing the services of each sub-processor directly under the terms of this Policy.</p> <p><b>Security.</b> Contract Partner has implemented and shall maintain appropriate technical and organizational measures for the Processing of Personal Information. Contract Partner</p>	<p>本合作方个人信息保护政策（以下简称本“政策”）构成卫健策略（以下简称“卫健策略”）与任何供应商、卖方、子受资助方、顾问、项目合作方或任何其他第三方（以下合称“合作方”）之间订立协议的一部分，适用于合作方在提供协议项下的产品或服务过程中与处理个人信息相关的所有行为。</p> <p><b>“个人信息”</b>是指以电子或者其他方式记录的与已识别或者可识别自然人有关的各种信息，不包括匿名化处理后的信息。</p> <p><b>“个人信息处理”</b>是指对个人信息执行的任何操作，无论是否通过自动化方式，例如收集、记录、组织、结构化、存储、改编或更改、检索、使用、传输、传播或以其他方式提供、删除或销毁。</p> <p><b>“适用数据保护法”</b>是指任何相关司法管辖区可能存在的适用数据保护、隐私或数据安全法律或法规，例如中华人民共和国个人信息保护法、通用数据保护条例 2016/679 (“GDPR”)、美国联邦和州隐私法。</p> <p><b>个人信息处理。</b>合作方只能在双方协议和适用数据保护法允许的情况下处理个人信息。严禁合作方为除提供协议约定的产品或服务所必需之外的任何其他目的，或为其自身或任何第三方的利益向任何第三方出售、保留、使用或披露任何个人信息。</p> <p>合作方应确保其参与个人信息处理的员工以书面形式受到保密义务的约束，禁止未经授权处理个人信息，并接受过有关其职责的适当培训。</p> <p><b>分包商。</b>合作方保证其使用的分包商应当遵守适用数据保护法，并受限制性不低于本政策条款的个人信息保护义务约束。合作方应对其分包商的任何作为和不作为承担全部责任，如同合作方直接根据本政策的条款执行该分包商的服务。</p> <p><b>安全。</b>合作方已实施并应保持适当的技术和组织措施来处理个人信息。合作方应确保采取与处理过程中出现的风险相适应的安全措施，同时考虑</p>
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<p>shall ensure a level of security measures appropriate to the risks that are presented by the Processing, taking into account the risk of varying likelihood and severity for the rights and freedoms of natural persons.</p> <p><b>International Transfers of Personal Information.</b> Contract Partner may only transfer Personal Information to locations outside of its country of origin to the extent necessary for the performance of the Agreement and shall notify Vital Strategies in writing prior to the international transfer. Contract Partner shall comply with all Applicable Data Protection Laws regarding the international transfers of Personal Information.</p> <p><b>Security Incidents.</b> Contract Partner shall immediately notify Vital Strategies of any actual or alleged incident of unauthorized or accidental disclosure of or access to any Personal Information or other data breach by Contract Partner or sub-processors (the "Security Breach"). Contract Partner shall promptly provide Vital Strategies with full cooperation and assistance in respect of any Security Breach and shall take all necessary and appropriate corrective actions to remedy or mitigate any Security Breach at Contract Partner's sole cost and expense.</p> <p><b>Return and deletion of Personal Information.</b> Personal Information (including any copy of it) shall not be kept longer than is required for the Processing purposes. Promptly upon the expiration or earlier termination of the Agreement, with respect to any Personal Information it receives from Vital Strategies, Contract Partner shall return, or at Vital Strategies request, securely destroy, each and every original and copy of the Personal Information in its custody, and provide to Vital Strategies an officer's certificate certifying that such return or destruction occurred.</p> <p><b>Assistance.</b> On written request of Vital Strategies, Contract Partner shall provide Vital Strategies without undue delay with any reasonable information requested to effectively monitor the compliance with this Policy and the Agreement.</p> <p><b>Miscellaneous.</b> Contract Partner hereby indemnifies Vital Strategies for all claims, actions, costs, expenses and damages (including without limitation reasonable legal costs) suffered by Vital Strategies as a result of Contract Partner's failure to comply with this Policy or Applicable Data Protection Laws. Any disclaimers or limitations of liability including, but not limited to, those contained in the Agreement do not apply in the event Contract Partner is not compliant with this Policy or Applicable Privacy Laws.</p>	<p>自然人权利和自由的不同可能性和严重程度的风险。</p> <p><b>个人信息的跨境传输。</b>合作方只能在履行协议所必需的范围内将个人信息传输到其原籍国以外的地点，且应当事先书面告知卫健策略。合作方必须遵守有关个人信息跨境传输的所有适用数据保护法。</p> <p><b>安全事故。</b>合作方应立即通知卫健策略任何实际或指控的合作方或分处理商未经授权或意外披露或访问任何个人信息或其他数据违规事件（“<b>安全违规</b>”）。合作方应及时就任何安全违规向卫健策略提供全面合作和协助，并应采取所有必要和适当的纠正措施来补救或减轻任何安全违规，费用由合作方自行承担。</p> <p><b>返还和删除个人信息。</b>个人信息（包括其任何副本）的保存时间不得超过处理目的所需的时间。在协议到期或提前终止后，对于从卫健策略收到的所有个人信息，合作方应立即归还，或应卫健策略的要求，安全销毁其保管的所有原件和副本，并向卫健策略提供已经完成返还或销毁的证明。</p> <p><b>协助。</b>应卫健策略的书面请求，合作方应立即向卫健策略提供任何合理的信息，以有效监控本政策和协议的遵守情况。</p> <p><b>其他。</b>合作方特此赔偿卫健策略因合作方未能遵守本政策或适用数据保护法而遭受的所有索赔、诉讼、成本、费用和损害（包括但不限于合理的法律成本）。如果合作方不遵守本政策或适用数据保护法，则任何免责声明或责任限制（包括但不限于协议中包含的免责声明或限制）均不适用。</p>
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**Contract Partner:**  
合作方：

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

签名: \_\_\_\_\_

日期: \_\_\_\_\_