

CHINA JURISDICTIONAL CLAUSE v1

Effective 7/3/24

This Section applies solely if Buyer is located in China or Data Exporter otherwise notifies Supplier that this Section applies.

Supplier must comply with the Cybersecurity and Personal Information Protection Laws in China, its implementing measures and other laws, regulations in relation to cybersecurity and data protection, especially to the extent inconsistent with the general stipulations in aforementioned sections under this Agreement including but not limited to definitions, sale of personal information and obligations concerned.

“Data Controller” and “Data Processor”, due to the different definitions under PIPL, for avoid of misunderstanding, **“Data Controller”** under this DPA shall have the same meaning as **“Data Handler/Data Processor”** under PIPL, and **“Data Processor”** under this DPA shall have the same meaning as **“Entrusted Processor”** under PIPL.

“Sensitive Personal Information” is defined to include whereabouts and Personal Information of minors under the age of 14, in addition to the types of information identified in the Global Data Protection Terms Glossary. Supplier shall agree to comply with the aforesaid applicable laws and regulations in China which may be promulgated, amended and updated from time to time unless there is an unforeseeable substantial obligation incurred by enforcing them. Under this circumstance, Supplier shall agree to negotiate with Buyer to come into an amendment of this Agreement to arrange the corresponding obligations.

Privacy or Data Incident Management and Notifications

The Seller (Processor) shall promptly and no later than 24 hours notify the Buyer (Controller) in writing of any Privacy or Data Incident or concern involving the Personal Data or Company Confidential Information which it Processes on behalf of the Buyer, which may negatively impact the Processing of the Personal Information. Take all necessary measures to prevent harm to the Data Subjects and the Buyer which may be reasonably anticipated to result from this Privacy or Data Incident.

Cross-border Transfer

Data processing under this Agreement shall be carried out only in Mainland China. In the event that the Seller (Processor) transfers data to any third country or region other than Mainland China, which constitutes cross-border data transfer, the Processor shall sign a Cross-border Data Transfer Agreement with the Company, specifying the basic information of the international transfers of Personal Information. If there is any change or update to the purpose, category, retention time and other major aspects of the data to be transferred to a third country, the Processor shall sign a new cross-border data transfer agreement with the Company based on actual situation.

The Processor and Sub-processor shall not in any form transfer Business Data to, or conduct data processing in, a third country or region other than Mainland China unless it has first

signed the Cross-border Data Transfer Agreement with the Company or obtained the Company's prior written authorization.