

個人資料委外監督及保護條款

Personal Data Outsourcing Supervision and Protection Clauses

- (一)、 乙方因履行本契約僅得於甲方指示之範圍內蒐集、處理或利用個人資料，且應符合本契約條款、個人資料保護法令及其他相關法令，並受甲方之監督。

In performing this contract, Party B may collect, process, or use personal data only within the scope directed by Party A, shall comply with the terms of this contract, personal data protection laws, and other relevant laws, and shall be subject to Party A's supervision.

- (二)、 甲方委託乙方蒐集、處理及利用個人資料之範圍、類別、特定目的及期間如下：

The scope, categories, specific purposes, and period of the personal data that Party A entrusts Party B to process and use are as follows:

1. 範圍 Scope：（雙方合作內容之範圍或執行事項等 the scope of the parties' cooperation or the matters to be performed, etc.）
2. 類別 Categories：（涉及哪些個人資料 which personal data are involved）
3. 特定目的 Specific purpose：（蒐集處理及利用該等個人資料之特定目的為何 the specific purpose of collecting, processing, and using such personal data）
4. 期間 Period：（通常是指契約期間 generally the term of the contract）

- (三)、 乙方（包括但不限於乙方之代表人、代理人、受僱人、委任人等）就履行本契約所對各項個人資料之蒐集、處理、利用，均須符合個資法之相關規定及甲方所訂之資訊安全政策規定，並依個資法施行細則第 12 條第 2 項各款之規定執行安全維護措施，並定期回報其遵循之結果。

Party B (including but not limited to Party B's representatives, agents, employees, and mandataries) shall, in collecting, processing, and using all personal data for the performance of this contract, comply with the relevant provisions of the Personal Data Protection Act and the information security policy set by Party A, implement security maintenance measures in accordance with each subparagraph of Article 12, Paragraph 2 of the Enforcement Rules of the Act, and periodically report the results of its compliance.

- (四)、 乙方執行業務上若有複委託之需求，應事前取得甲方之同意，且乙方應依個資法施行細則第 8 條之規定，對複委託廠商執行監督之責。

If Party B needs to subcontract in performing its work, it shall obtain Party A's prior

consent, and shall exercise the duty of supervision over the subcontractor in accordance with Article 8 of the Enforcement Rules of the Act.

- (五)、倘乙方發現有違反本條規定或個人資料被竊取、洩漏、竄改等其他侵害之情事導致違反個人資料保護相關法律或其他法規命令，或導致他人權益遭受損失之可能，應即刻通知甲方，並立即調查事故事實與影響範圍及採行必要之控制與補救措施，必要時協助甲方進行和解或訴訟程序。如由甲方發現者，應即時通知乙方按前述辦理。

If Party B discovers any violation of this article, or that personal data has been stolen, leaked, altered, or otherwise infringed, resulting in a violation of personal data protection laws or regulations or a possible loss to the rights of others, it shall notify Party A immediately, promptly investigate the facts and scope of the incident, take necessary control and remedial measures, and, where necessary, assist Party A in settlement or litigation. If Party A discovers such an incident, it shall promptly notify Party B to act as described above.

- (六)、就甲方委託處理或利用的個人資料，甲方有權保留指示之事項，乙方僅得於甲方指示之範圍內進行處理或利用。

With respect to the personal data entrusted for processing or use, Party A reserves the right to give instructions, and Party B may process or use such data only within the scope of Party A's instructions.

- (七)、本契約期滿、終止或解除時，乙方應依甲方之指示，將因履行本契約所蒐集之個人資料載體返還予甲方指定人員，並採用以不可回復之方式刪除或銷毀無法返還之個人資料（包含但不限於以電磁紀錄、紙本或其他任何形式儲存者），乙方並應提出相關證明文件，內容包括銷毀或交還之項目、數量、時間、方式、簽收人等，同時應以書面具結其並未持有任何因履行本契約而蒐集之個人資料。

Upon expiry, termination, or rescission of this contract, Party B shall, in accordance with Party A's instructions, return the media of personal data collected in performing this contract to the person designated by Party A, and shall permanently delete personal data that cannot be returned (including but not limited to data stored as electromagnetic records, paper, or in any other form). Party B shall also submit supporting documents specifying the items, quantity, time, method, and recipient of the destruction or return, and shall provide a written undertaking that it holds no personal data collected in performing this contract.

- (八)、乙方同意配合甲方基於法令之要求實施定期或不定期稽查以監督乙方執行之狀

況，並於甲方進行稽查時，負有提供甲方稽查所需相關文件資料之義務。

Party B agrees to cooperate with periodic or ad hoc audits conducted by Party A pursuant to legal requirements to supervise Party B's performance, and is obliged to provide the documents and data required for such audits.

(九)、 乙方如認甲方之指示有違反個人資料保護相關法令者，應立即以書面通知甲方，並留下書面通知之佐證資料。

If Party B considers that Party A's instructions violate personal data protection laws, it shall immediately notify Party A in writing and retain supporting evidence of such written notice.

(十)、 乙方因履行本契約而保有個人資料檔案者，應指定專人辦理個人資料安全維護事項，且該人員應具有管理及維護個人資料檔案之能力，並足以擔任本契約個人資料檔案安全維護經常性工作。

Where Party B retains personal data files as a result of performing this contract, it shall designate a dedicated person to handle personal data security matters, and that person shall have the capability to manage and maintain personal data files and be capable of carrying out the routine security maintenance work under this contract.

(十一)、 本條款共一式二份，由甲、乙雙方各執一份。

These clauses are made in duplicate, with Party A and Party B each holding one copy.

茲個人資料委外監督及保護條款

Party A and Party B acknowledge that they have fully understood their respective rights and obligations

已充分瞭解雙方之權利與義務並願遵照執行。

under these Personal Data Outsourcing Supervision and Protection Clauses and agree to comply with and perform the same.

甲方 Party A：

乙方 Party B：

用印 Seal

用印 Seal

中 華 民 國(R.O.C) 年(Year) 月(Month) 日(Day)