
SCHEDULE D: CHINA

1. **Applicability**

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

2. **Compliance with Chinese Data Protection Laws**

The Supplier shall comply with the Cybersecurity Law of the People's Republic of China, the Personal Information Protection Law (PIPL), their implementing measures, and all other applicable laws and regulations relating to cybersecurity and data protection in China. These obligations take precedence where they are inconsistent with the general provisions of this Agreement, including but not limited to definitions, restrictions on the sale of Personal Information, and related obligations.

For clarity:

- a. "Data Controller" under this DPA shall have the same meaning as "Data Handler" under the PIPL.
- b. "Data Processor" under this DPA shall have the same meaning as "Entrusted Processor" under the PIPL.

3. **Sensitive Personal Information**

For purposes of this Section, "Sensitive Personal Information" includes:

- a. Location/whereabouts data;
- b. Personal Information of minors under 14 years of age; and
- c. Any categories of Sensitive Personal Information identified in the Global Data Protection Terms Glossary.

The Supplier shall comply with all applicable laws and regulations in China as they are promulgated, amended, or updated from time to time. Where compliance would impose an unforeseeable and substantial obligation, the Supplier shall promptly notify the Buyer, and the Parties shall negotiate in good faith an amendment to this Agreement to address the corresponding obligations.

4. **Privacy or Data Incident Management**

The Supplier (Processor) shall notify the Buyer (Controller) in writing within twenty-four (24) hours of becoming aware of any Privacy or Data Incident or concern involving Personal Data or Company Confidential Information processed on behalf of the Buyer that may negatively impact such processing. The Supplier shall take all necessary measures to prevent harm to Data Subjects and to the Buyer that could reasonably be anticipated from such an incident.

5. **Cross-Border Data Transfers**

Unless otherwise authorized in writing by the Buyer, all data processing under this Agreement shall take place solely within Mainland China. Any transfer of Personal Information to a third country or region outside Mainland China that constitutes a cross-border data transfer shall require:

- a. The execution of a Cross-Border Data Transfer Agreement with the Buyer specifying the details of the transfer (including the purpose, categories of data, retention period, and other key aspects); and
- b. A new Cross-Border Data Transfer Agreement if there are changes to any of these key aspects.

The Supplier and any sub-processors shall not transfer Business Data outside Mainland China or conduct processing activities outside Mainland China without first executing the required Cross-Border Data Transfer Agreement with the Buyer or obtaining the Buyer's prior written consent.