

客户个人信息保护协议（供应商适用）

路威酩轩钟表珠宝商贸（上海）有限公司（下称“LVMH W&J”）

和

（下称“供应商”）

根据《中华人民共和国网络安全法》及其他适用法规订立本客户个人信息保护协议（下称本“协议”）。

协议生效日期：_____

目录

第 1 条：目的.....	2
第 2 条：范围.....	2
第 3 条：定义.....	2
第 4 条：具体条文.....	4
第 5 条：适用法规.....	5

第 1 条：目的

本协议承认，供应商和 LVMH W&J（以下统称为“双方”）应保护 LVMH W&J 客户的或与之相关的客户个人信息（定义见下文，下称“客户个人信息”）。本协议所载条文界定了在一般情况下供应商该如何保护客户个人信息，并包含 LVMH W&J 可就违规行为采取的救济、处罚和法律行动。

双方同意，保护客户个人信息符合其最佳利益，且本协议条款在双方之间建立了信任和保密关系。

即使本协议因任何原因终止或期满，本条规定仍然有效。

本协议并入《一般服务采购协议》，并构成该协议的一部分。如本协议与《一般服务采购协议》之间有任何冲突或不一致，以本协议所载条款和条件为准。

第 2 条：范围

本协议适用于可直接或间接访问客户个人信息的供应商。

第 3 条：定义

“**客户**”指向 LVMH W&J 或其子公司（合称“LVMH W&J”）购买商品或服务以及通过任何渠道留下客户个人信息的人或组织，包含潜在客户。

“**生命周期管理**”指客户个人信息管理可能涉及以下一种或多种情况：客户个人信息的收集、存储、处理、分享、传输、披露和销毁。

“**供应商**”指向 LVMH W&J 提供产品或服务并获得报酬的个人或实体。

“**个人信息**”指以电子或任何其他方式记录并可单独或与其他信息相结合用于识别特定自然人身份或者反映特定自然人活动情况的各种信息。

注：个人信息包括姓名、出生日期、身份证号码、个人生物特征信息、居住地址、联系方式、通信记录及内

容、账户密码、财产信息、信用信息、行踪轨迹、酒店住宿信息、健康及生理信息、交易信息等。

“**客户个人信息**”（“**CPI**”）指 LVMH W&J 的客户的个人信息，本协议包含客户个人敏感信息。

除 LVMH W&J 和供应商作为数据共同控制者的情况外，客户个人信息归 LVMH W&J 独家所有。

“**客户个人敏感信息**”指一旦泄露、非法提供或滥用可能危及客户的人身和财产安全，极易导致个人名誉、身心健康受到损害或导致歧视性待遇等的客户个人信息。

注：个人敏感信息包括身份证号码、生物特征信息、银行账号、通信记录和内容、财产信息、信用信息、行

踪轨迹、酒店住宿信息、健康及生理信息、交易信息、14 岁以下（含）儿童的个人信息等。

第 4 条：具体条文

条款

1. 供应商开展任何客户个人信息生命周期管理或与之相关的活动时应严格遵守适用法规，包括但不限于第 5 条内列的适用法规。

如果供应商是海外组织/机构并经 LVMH W&J 授权委托处理客户个人信息，供应商应：

- a) 当法律要求相似时，遵守更严格的法规以保护客户个人信息。
 - b) 确保签署本协议和履行本协议的规定义务不会违反供应商所在国家/地区的法律要求。
 - c) 当供应商所在国家或地区的法律环境发生变化且可能影响本协议的执行时，接收人应及时通知 LVMH W&J。
2. 供应商应了解违反法律要求的潜在后果。供应商应尽一切努力确保遵守适用法律的规定，并将因违反适用法律给 LVMH W&J 业务造成的任何可能发生的中断降至最低。供应商应向 LVMH W&J 赔偿 LVMH W&J 因该等业务中断而产生的实际成本。
 3. LVMH W&J 保留开展其认为有用的任何检查（如，检查合规证据）的权利，以确认供应商义务得到履行。更多要求请参阅《一般服务采购协议》附件五第 3 条（审计）。
 4. 赔偿问题请参阅《一般服务采购协议》附件五第 4 条（赔偿）。

第 5 条：适用法律

本条列举了根据本协议规定适用于客户个人信息保护的相关法律、法规、规章、国家标准和指南，包括但不限于：

法律

《中华人民共和国消费者权益保护法》，1994 年 1 月 1 日

《中华人民共和国刑法修正案（九）》，2015 年 8 月 29 日

《中华人民共和国网络安全法》，2017 年 6 月 1 日

《中华人民共和国民法总则》，2017 年 10 月 1 日

《中华人民共和国电子商务法》，2019 年 1 月 1 日

《中华人民共和国密码法》，第三十五号主席令，2019 年 10 月 26 日

行政法规

《中华人民共和国计算机信息系统安全保护条例》，1994 年 2 月 18 日

《个人信息出境安全评估办法（征求意见稿）》

注：合同要求源自本办法征求意见稿。本办法生效后，供应商应确保遵守相关规定并承诺在相关实践中协助

LVMH W&J。

《App 违法违规收集使用个人信息行为认定方法》，2018 年 11 月 28 日

《互联网个人信息安全保护指南》，2019 年 4 月 10 日

《儿童个人信息网络保护规定》，2019 年 10 月 1 日

技术规范 and 标准

《信息安全技术 - 网络安全等级保护基本要求》，2019 年 12 月 1 日

《信息安全技术 - 个人信息安全规范》，2020 年 10 月 1 日

LVMH W&J CSL Policy (Published on www.lvmhwatchjewelry.com.cn)

《客人信息保护政策_供应链管理适用（中文版）V2.2》，2020 年 6 月 1 日

因本协议产生的或与之相关的任何争议，均应提交至国家互联网信息办公室或当地法院，根据其届时有效的仲裁规则解决。仲裁裁决具有终局性，对双方具有约束力。

本协议自文末所载日期起生效。

供应商代表签名

LVMH W&J 代表签名

姓名正楷

姓名正楷

职务

职务

Customer Information Protection Agreement

for Vendor use

LVMH Watch & Jewellery (Shanghai) Commercial Co., Ltd. (hereinafter known as “LVMH W&J”)

and

_____ (hereinafter known as the “Vendor”),

have entered into this Agreement for Customer Personal Information Protection (hereinafter the “Agreement”) under China Cybersecurity Law and other applicable legislations.

Effective Date of Agreement: _____

Contents

Article 1: Purpose	8
Article 2: Scope.....	8
Article 3: Definition	8
Article 4: Provisions.....	9
Article 5: Applicable Legislation	10

Article 1: Purpose

This Agreement acknowledges that Customer Personal Information (hereinafter defined and referred to as “CPI”) of or regarding the Customer of LVMH W&J shall be protected between Vendor and LVMH W&J (hereinafter known collectively as the “Both Parties”). The provisions set forth in this Agreement define how Vendor protect CPI under general circumstances, and include the remedies, penalties and lawful action that LVMH W&J may take for violation actions.

Both Parties agree that it is in their best interests to protect the CPI, and that the terms of this Agreement create a bond of trust and confidentiality between them.

This article will remain in force after the termination or expiry of the Agreement for whatever reason.

This Agreement is hereby incorporated into and made a part of that certain *General Service Purchase Agreement*. In the event of a conflict or inconsistency between this Agreement and *General Service Purchase Agreement*, the terms and conditions set forth in this Agreement, shall govern and control.

Article 2: Scope

This Agreement applies to Vendor who can have access to any CPI directly or indirectly.

Article 3: Definition

“**Customer**” means a person or an organization that buys goods or services from LVMH W&J or its subsidiaries (collectively “LVMH W&J”) as well as leaving CPI through any channels, including prospective customers.

“**Lifecycle Management**” means management of CPI may involve one or more of the following situations: collection, storage, processing, sharing, transfer, disclosure and destruction of CPI.

“**Vendor**” means a person or entity that provide products or services to LVMH W&J and get paid.

“**Personal information**” means all information that is recorded electronically or by other means and can be used solely or in combination with other information to identify a certain natural person or reflect the activities of a certain natural person.

Note: Personal information includes name, date of birth, ID number, personal biometric information, residential address, contact information, communication records and content, account password, property information,

credit information, whereabouts, hotel accommodation information, health and physiological information, transaction information, etc.

“Customer Personal Information” (“CPI”) means personal information of Customer of LVMH W&J, including Customer Personal Sensitive Information in this Agreement.

The ownership of CPI belongs solely to LVMH W&J except the circumstance when LVMH W&J and Vendor are Data Co-controller.

“Customer Personal Sensitive Information” means CPI whose leaked, illegal provided or abused may endanger Customer personal and property security and easily lead to damage of personal reputation and physical or mental health, or discriminatory treatment.

Note: Personal sensitive information includes ID number, biometric information, bank account number, communication records and content, property information, credit information, whereabouts, hotel accommodation information, health and physiological information, transaction information, and personal information of children at or under 14 years old.

Article 4: Provisions

Clauses

1. When conducting any activity of or regarding CPI Lifecycle Management, Vendor shall compliance with Applicable Legislation strictly, including but not limited to those listed in Article 5.
2. In the case when Vendor is a foreign organization/institution and commissioned processing has been authorized by LVMH W&J, Vendor shall:
 - d) Compliance with stricter applicable legislation to protect CPI, when the legal requirement is similar.
 - e) Ensure that the signing of this Agreement and the performance of the obligations stipulated by this Agreement will not violate the legal requirements of the country/region where Vendor locates.
 - f) When changes in the legal environment of the country or region where Vendor locates may affect the execution of this Agreement, the recipient shall promptly notify LVMH W&J.
3. Vendor shall be aware of potential consequences of violating any legislative requirements. Vendor shall make every effort to ensure the compliance with Applicable Legislation and minimize any possible disruption of LVMH W&J's business caused by the consequences upon violation of Applicable Legislation. Vendor shall reimburse LVMH W&J for actual costs suffered by LVMH W&J arising out of such disruption of business.
4. LVMH W&J reserves the right to carry out any checks it deems useful (*e.g.* checking evidence of compliance) in order to confirm that the obligations of Vendor are being fulfilled. More requirements refer to 3. “AUDIT” in Attachment V of *General Service Purchase Agreement*.

5. Indemnification issues refer to Article 4 “Indemnification” in Attachment V of *General Service Purchase Agreement*.

Article 5: Applicable Legislation

This article outlines relevant laws, regulations, rules, national standards and guidelines applicable to the protection of CPI in accordance with this Agreement, including but not limited to:

Laws

Law of the People's Republic of China on Protection of Consumer Rights and Interests, 1st January, 1994

Amendment to Criminal Law (ix), 29th August, 2015

China Cybersecurity Law, 1st June, 2017

Civil Code of the People's Republic of China - General Part, 1st October, 2017

The E-Commerce Law of The People's Republic of China, 1st January, 2019

Code law of the People's Republic of China (President's Order No. 35), 26th October, 2019

Administrative regulations

Regulations of The People's Republic of China on The Security Protection of Computer Information Systems, 18th February, 1994

Measures for Personal Information Cross-Border Transfer Security Assessment (Draft)

Note: Contractual requirements are derived from this draft version of Measures. When related Measures come into effect, Vendor shall ensure its compliance and undertakes to assist LVMH W&J in related practices.

The Method for Identifying APP's Illegal Collection and Use of Personal Information, 28th November, 2019

Guidelines for Internet Personal Information Security Protection, 10th April, 2019

Regulations on Children's Personal Information Network Security Protection, 1st October, 2019

Technical specifications and standards

Information Technology – Baseline for Classified Protection of Cybersecurity (MLPS 2.0), 1st December, 2019

Information Technology - Personal Information Security Specification, 1st October, 2020

LVMH W&J CSL Policy (Published on www.lvmhwatchjewelry.com.cn)

Customer Personal Information Protection Policy - For Vendor Management_V2.2_English 1st June, 2020

Any disputes arising out of or in connection with this Agreement shall be submitted to Cyberspace Administration of China or local court in accordance with its arbitral rules then in force. The arbitration award shall be final and have binding force upon the Parties.

This Agreement shall be effective on the date last written below.

Signature of Representative of Vendor

Signature of Representative of LVMH W&J

Print Name

Print Name

Title

Title