

供应商准入协议		Onboarding Agreement	
本供应商协议（下称“本协议”）由以下双方于_____（“生效日期”）签订：一方为_____（连同其关联公司，合称“WL”）；另一方为_____，一家根据_____组建的公司，其办公地址位于_____（下称“供应商”）。		This Supplier Agreement (“Agreement”) is made on _____ (“Effective Date”) by and between _____ (together with its corporate affiliates, “WL”) and _____, a _____ corporation with offices at _____ (“Supplier”).	
鉴于本协议所载相互承诺、约定与协定，以及其他有效对价（双方确认已接收该对价并认可其充分性），双方同意受本协议约束，特订立如下条款：		In consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be bound hereby, agree as follows:	
目录		TABLE OF CONTENTS	
WL 采购部门要求贵方审阅并填写下列文件，以成为 WL 的供应商。本供应商协议包含了作为 WL 供应商所需遵守的条款与条件。		WL's Procurement requires you to review and complete the following documents in order to become a WL supplier. This Supplier Agreement contains the required terms and conditions to be a WL supplier.	
第一节	一般条款： A. 订单处理、期限与终止及开票 B. 第三方供应商	SECTION I.	GENERAL CONDITIONS: A. ORDER PROCESSING, TERM & TERMINATION AND INVOICING B. THIRD PARTY SUPPLIERS
第二节	保险要求	SECTION II	INSURANCE REQUIREMENTS
第三节	受管制产品与材料 (RPM) 规范	SECTION III	REGULATED PRODUCTS & MATERIALS (RPM) SPECIFICATIONS
第四节	工作说明书 (SOW) 范本	SECTION IV	SAMPLE STATEMENT OF WORK (“SOW”)
第五节	供应商确认函	SECTION V	SUPPLIER ACKNOWLEDGEMENT
本文件所含信息源自 WL 或其关联公司，可能属于受适用法律保护的机密信息、专有信息或其他非公开信息。该等信息仅限指定收件人使用。若您非指定收件人，请注意：任何审阅、披露、复制、分发或使用本文件内容的行为均被严格禁止。如您误收到本传输文件，请立即通知 WL。“关联公司”系指控制一方、受一方控制或与一方共同受控制的任何公司或实体。“控制”、“受控制”或“共同受控制”是指通过信托方式实益持有，或直接持有该关联公司或商业实体本身或其有价证券（若为有限责任公司，则指股权单位）百分之五十 (50%) 以上的所有权。		This document contains information from WL or its Affiliate companies, which may be confidential, privileged or otherwise protected from disclosure. This information is intended for use solely by the recipient(s) named. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution or use of these contents is prohibited. If you have received this transmission in error, please immediately notify WL. “Affiliates” means any company or entity that is controlling, controlled by or under common control of either party. “Controlling”, “Controlled By”, or “Under the Common Control with” means either the beneficial ownership under trust, or outright ownership of more than fifty percent (50%) of the affiliate or business entity itself or the affiliate's or business entity's securities, or units if a limited liability company.	
第一节		SECTION I.	
一般条款		GENERAL CONDITIONS	
A. 处理、期限与开票		A. PROCESSING, TERM & INVOICING	
WL 采购订单：供应商确认，除非持有 WL 出具的编号的有效采购订单或经签署的工作说明书（统称“订单”），否则不得开始生产或提供服务。		WL Purchase Orders: Supplier acknowledges that they will not start production or provide a service without a valid purchase order # or executed statement of work (each an “Order”) from WL.	
WL 付款条款：作为供应商依约履行服务的全部对价，WL（或由该关联公司在所签署订单中指定的关联公司）应在收到供应商发票后，按下述条款规定的期限支付发票金额。WL 或其关联公司对任何该等发票的支付，即构成对发票所述账单周期内所有实际及潜在费用的完全清偿。		WL Payment Terms: As full consideration for satisfactory performance of the Services by Supplier, WL (or the Affiliate specified on the Order executed by such Affiliate) shall pay Supplier's invoice amount not later than terms defined below following WL's receipt of said invoice. Payment by WL or Affiliate of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice.	
作为供应商依约提供产品或服务的全部对价，WL 将在收到及时、准确且合规的发票后九十（__）天加上付款处理时间内，支付无争议的发票金额。承包商若在 WL 收到货物和/或服务之后超过一百八十 (180) 天才提交发票，WL 恕不支付。		As full consideration for Supplier's satisfactory provision of the products or performance of the services, WL will pay undisputed invoiced amounts within ninety (__) days, plus payment processing time, after receipt of timely, accurate and proper invoices. Contractor will not be entitled to payment for invoices submitted more than one hundred-and-eighty (180) days after WL's receipt of Goods and/or Services.	
期限与终止：本协议自生效日期起生效，除本协议明确约定外，其有效期为自生效日期起_____年（“初始期限”），并在此后逐年自动续展（每一年度周期为一“续展期限”），除非任何一方：(a) 在初始期限或任何续展期限届满前至少九十 (90) 天发出书面终止通知，或 (b) 根据本协议条款终止本协议。		Term And Termination: This Agreement is effective upon the Effective Date, and shall, except as expressly stated herein, remain in full force and effect for a period of _____ year(s) from the Effective Date (the “Initial Term”), and shall renew automatically on a year-to-year basis thereafter (each such annual period being a “Renewal Term”) unless either party (a) provides written notice of termination not less than Ninety (90) days prior to the end of the Initial Term or any Renewal Term or (b) terminates this Agreement in accordance with the terms herein.	
语言		Language	
如本协议被翻译，英文文本应优先适用。与本协议相关的任何其他文件应以英文提供，或应附有经妥善制作的英文译本；如两者存在冲突，英文译本应优先适用。		If this agreement is translated, the English language text shall prevail. Any other document provided in connection with this agreement shall be in English, or there shall be a properly prepared translation into English and the English translation shall prevail in the case of any conflict between them.	
B. 第三方供应商		B. THIRD PARTY SUPPLIERS	
根据本条款与条件第 21 条的规定，未经 WL 事先书面批准，供应商不得转让、委托、分包或转移任何订单、要求完成的工作或本协议项下任何应付款项。		Subject to paragraph 21 of the Terms and Conditions, Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without WL's prior written approval.	

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请列出贵方为支持 WL 业务，拟聘请的所有第三方供应商 (如不适用，请在下方首行填写“不适用”)			List all 3 rd Party Suppliers you intend to use to support business with WL (enter n/a on first line below if not applicable)		
供应商名称	所在地	产品与服务	Supplier Name	Location	Products & Services
第二节			SECTION II.		
保险要求			INSURANCE REQUIREMENTS		
保险凭证 (COI)			CERTIFICATE OF INSURANCE (COI)		
与 WL 开展业务的所有供应商必须持续投保的最低保险额度。			Minimum Levels of Insurance Coverage all suppliers shall maintain to conduct business with WL.		
1. 保险			1. INSURANCE		
a. 所需险种 – 供应商同意在本协议期限内，应持续投保下列险种，承保商须经 A.M. Best 公司当期出版的《最佳保险报告》评定为“A VII”级或以上，并获准在生产和服务的所在州开展业务：			a. Required Coverage – Supplier agrees to maintain the following types of insurance coverage during the term of this Agreement with insurance carriers rated “A VII” or better by the then current edition of Best’s Insurance Reports published by A.M. Best Company and licensed to do business in the state(s) in which the Products are produced, and the Services are performed:		
工伤保险：符合生产和提供服务所在州法律要求，包括放弃对 WL 的代位追偿权条款；若供应商为职业介绍所和临时劳务服务提供商，还需包含替代雇主背书条款；			Workers’ Compensation insurance as required by law in the state(s) where the Products are produced and the Services are being performed, including a waiver of subrogation in favor of WL and, if Supplier is an employment agency and temporary labor service provider, an Alternate Employer’s Endorsement;		
雇主责任险与职业病保险：每起事故赔偿限额 50 万美元；			Employers’ Liability and Occupational Disease insurance with limits of \$500,000 per occurrence;		
商业综合责任险：每起事故综合单一赔偿限额不低于 200 万美元，包括以下承保范围：(1) 场所与经营责任；(2) 广泛形式的财产损失，包括由供应商保管、控制下的财产损失；(3) 总括合同责任；(4) 人身和广告侵害；(5) 产品和完工操作；若供应商提供餐饮服务，除上述综合责任险外，还必须投保酒类责任险。若供应商提供安保服务，则须在综合责任险中附加“攻击与殴打”责任扩展条款；			Commercial General Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, including coverage for (1) premises and operations liability; (2) broad form property damage including damage to property in Supplier’s care, custody or control; (3) blanket contractual liability; (4) personal and advertising injury; and (5) products and completed operations; If the Supplier is providing catering services, Supplier shall carry Liquor Liability insurance in addition to the General Liability coverage. If the Supplier is providing security services, Supplier shall include an Assault & Battery extension to the General Liability coverage,		
商业汽车责任险：若履行本协议项下工作需使用汽车，该保险应涵盖所有自有或租赁车辆，每起事故人身伤害和财产损失的组合单一赔偿限额不低于 100 万美元；			If automobiles are used in connection with work to be performed hereunder, Commercial Automobile Liability insurance, covering all owned or rented vehicles, each with combined single limits of not less than \$1,000,000 per occurrence for bodily injury and property damage;		
货物运输责任险：每车次赔偿限额不低于 25 万美元；			Motor Cargo Liability coverage with a limit not less than \$250,000 per conveyance;		
职业责任险：每起事故赔偿限额为 1,000,00 美元或以上；及			Professional Liability Insurance with limits of \$1,000,00 or greater per occurrence; and		
网络安全风险保险：包括但不限于网络安全和隐私责任，每次事故最低赔偿限额为 200 万美元。			Cyber risk insurance, that includes, but is not limited to, network security and privacy liability with a minimum limit of \$2,000,000 per occurrence.		
b.附加要求 – 商业综合责任险和汽车责任险保单应将 WL 列为附加被保险人，并包含交叉责任（利益可分割）条款。商业综合责任险和汽车责任险须采用“事故发生制”基础。			b. Additional Requirements - The Commercial General Liability and Automobile Liability policies will name WL as an additional insured as its interest may appear, and contain a cross liability (severability of interests) clause. The Commercial General Liability and Automobile Liability insurance shall be written on an occurrence basis.		
c.保险凭证 – 供应商应持有由保险公司授权代表签署的保险凭证以证明上述保险的有效性。该等保险应规定，若保险范围发生任何重大变更或保单被取消，应至少提前三十 (30) 天向 WL 发出书面通知。供应商的保险必须作为首要保险先行赔付，且不得要求 WL 持有的任何保险承担连带赔偿责任。供应商应负责支付前述任何保单中的免赔额、自保额和保险费。应要求，经妥当背书的保险凭证应发送给 WL。			c. Insurance Certificates – Supplier shall maintain certificates of insurance evidencing such insurance signed by an authorized representative of the insurance company. Such insurance shall provide that in the event of any material change in coverage or cancellation, at least thirty (30) days prior written notice shall be provided to WL. Supplier’s insurance shall be primary and non-contributory to any insurance coverage maintained by WL. Supplier shall be responsible for deductibles, self-insured retentions and premium payments contained in any of the foregoing policies. If requested, properly endorsed Certificates of Insurance may be sent to WL.		
d.分包商 – 供应商为履行本协议项下服务而雇用的任何分包商，必须持续投保符合本协议对供应商要求的所有保险。			d. Subcontractors – Any subcontractor that Supplier shall retain to perform Services under this Agreement must maintain insurance that meets all requirements of Supplier.		
e.责任 – WL 接受、拒绝、批准或收到本协议要求的任何保险凭证，并不因此承担任何以下责任：该凭证所述保险的存在与否、形式或法律充分性；任何保险公司的偿付能力；或损失的赔付。本节任何规定均不得解释或视为限制供应商在本协议项下支付损害赔偿或其他费用和开支的义务。			e. Liability – WL shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: the existence, non-existence, form or legal sufficiency of the insurance described on such certificate; the solvency of any insurer; or the payment of losses. No provision under this Section III shall be construed or deemed to limit Supplier’s obligations under this Agreement to pay damages or other costs and expenses.		
f.供应商工具和设备 – 供应商自有的工具和设备完全由供应商自行承担风险。			f. Supplier’s Tools and Equipment – Supplier’s own tools and equipment shall be entirely at Supplier’s risk.		
除非因承包商或其分包商的过失造成损坏，WL 财产的损失由 WL 自行承担风			Loss of WL property shall be at WL’s risk unless the negligence of contractor or its subcontractors		

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险。	cause damage.
第三节	SECTION III.
受管制产品与材料 (RPM) 规范	REGULATED PRODUCTS & MATERIALS (RPM) SPECIFICATIONS
确认函	Acknowledgment
供应商兹通过下述签署声明并确认：其已阅读并理解前述要求，且 WL 可能不时更新的本《受管制产品与材料规范》。更新版本将在提前通知后发布。	By signing below, Supplier represents and acknowledges that it has read and understood the foregoing requirements and that these Regulated Products and Materials Specifications may be updated from time to time by WL. Updated versions will be issued with advance notice.
责任与费用- 若因缺陷、违反法律法规或规范要求或任何其他原因，导致需要对受管制产品或使用供应商材料生产的产品进行召回或其他纠正措施，或任何一方合理认为有必要进行自愿召回或其他纠正措施，则供应商应承担该等召回或其他纠正措施所产生的一切实际直接成本和费用，包括但不限于通知客户的费用、客户退款、退货成本以及为履行对第三方义务而产生的其他费用。供应商应赔偿并保证 WL 及其客户免受因任何该等召回或其他纠正措施相关的一切实际直接费用损害，该等费用包括但不限于受管制产品或材料的实际成本，以及检查、调查、测试、更换、客户安置、收回、隔离、存储、运输、销毁或处置的费用，通知客户和政府机构的费用，记录保存、呼叫中心及其他管理费以及因任何召回或其他纠正措施产生的律师费和咨询费。此外，对于因被召回或纠正的受管制产品或使用供应商材料生产的产品所引起的任何及所有第三方损害赔偿索赔或要求、诉讼、责任、合理的律师费及其他专家费、罚款、诉讼费用和其他开支，供应商应为其辩护、赔偿并保证 WL、其客户及其各自的关联公司、以及其员工、董事、高级管理人员、代理人 and 负责人免受损害。	Responsibility and Expenses - If a recall or other corrective action of a Regulated Product, or product made with Material from Supplier, is necessitated by a defect, failure to conform to Laws or Specifications or any other reason, or either party reasonably determines that a voluntary recall or other corrective action is merited, Supplier shall bear all actual and direct costs and expenses of such recall or other corrective action, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, and other expenses incurred to meet obligations to third parties. Supplier shall hold harmless and indemnify WL and its customers from and against all such actual and direct expenses related to any such recall or other corrective action, including but not limited to, the actual cost of the Regulated Product or Material, as well as the costs of inspection, investigation, testing, replacement, customer accommodations, retrieval, segregation, storage, transportation, destruction or disposal, the costs of notification to customers and governmental agencies, the costs of record-keeping, call centers and other administration fees and attorney and consultant's fees incurred with respect to any recall or other corrective action. Additionally, Supplier shall indemnify, defend and hold harmless WL its customers and their respective affiliates, and their employees, directors, officers, agents and principals from and against any and all third party claims or demands for damages, suits, liabilities, reasonable fees and expenses of attorneys and other experts, penalties, court costs, and other expenses arising from the recalled or corrected Regulated Product or product made with Material from Supplier.
对于 WL 与供应商签署的任何服务协议，其适用的规范版本应为向供应商发出采购订单时最新的生效版本。在服务协议有效期内，WL 应保留上述提及的所有版本文件的副本以及显示各版本生效日期的记录。	The version governing any Services Agreement signed by WL and Supplier shall be the version most current at the time a Purchase Order is issued to Supplier. WL shall retain copies of all versions of the documents referenced above during the term of the Services Agreement and records showing the effective dates of each version.

供应商法定公司名称:

Supplier's Legal Company Name: _____

签名:

Signature: _____

正楷书写姓名:

Name: _____

职务:

Title: _____

日期:

Date: _____

第四节	SECTION IV.
工作说明书 (SOW) 范本	SAMPLE STATEMENT OF WORK
本 工 作 说 明 书 编 号 _____ (下 称 “SOW”) 由 _____ (“WL”) 与 _____ (“供应商”或“承包商”) 共同订立，作为双方于 _____，签署协议 _____ (“协议”) 的组成部分，并受主协议条款约束。SOW 旨在明确约定相关服务的具体条款和条件。主协议条款与 SOW 规定共同构成为双方就所述服务所订立之合约。 若 SOW 约定与主协议条款存在冲突，应以主协议为准。	This Statement of Work No. _____ (“SOW”) is by and between _____ (“WL”) and _____ (“Supplier” or “Contractor”) and is issued pursuant to, incorporates, and is governed by the _____ (“Agreement”) between the parties dated _____, and sets forth the specific terms and conditions relating to the provision of Services referred to in this SOW. The combination of the terms of the Agreement and the provisions of this SOW shall together constitute the contract between the parties in respect of the Services. To the extent that there is a conflict between the SOW and the Agreement, the Agreement shall prevail.
1.概述	1. INTRODUCTION.
SOW (编号:) 生效日期: _____	Effective Date for SOW No. _____
2.项目范围	2. PROJECT SCOPE
本节旨在明确约定项目的总体范围。	This section provides a general definition of the scope of the project.
3.项目目标	3. PROJECT OBJECTIVES
本节旨在明确约定项目的总体范围。 本节应列明双方的要求、期望与目标。	This section provides a statement of what is to be accomplished. This section should describe the requirements, expectations and objectives of the parties.

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4.项目服务	4. PROJECT SERVICES
5.承包商责任	5. CONTRACTOR RESPONSIBILITIES
若承包商需承担前述未列明之额外责任，应于本节说明。	This section describes Contractor's responsibilities, if any, for accomplishing actions beyond those described in the preceding section.
6.WL 责任	6. WL RESPONSIBILITIES
若 WL 需在可能影响承包商提供服务或完成项目之能力的相关行动中承担责任，应于本节说明。	This section describes WL's responsibilities, if any, for accomplishing actions that may affect Contractor's ability to deliver the Services or complete the project.
7.首要联系人/通知送达地址	7. PRIMARY CONTACTS/NOTICE ADDRESSES
供应商确认：_____	If to Supplier, to: _____
WL 确认：_____	If to WL, to: _____
本节应列明负责协调 WL 与承包商就本项目进行联络的指定人员姓名。 本节还列出双方在本协议项下接收书面通知的指定邮寄地址。	This section states the names of the individuals responsible for coordinating contact between WL and Contractor regarding the project. This section should also list the appropriate mailing addresses of the parties for purposes of receiving written notices under the Agreement.
8.项目时间表与期限	8. PROJECT SCHEDULE AND TERM
9.项目费用	9. PROJECT FEES
10. 重要提示	10. IMPORTANT NOTE
SOW 自上述生效日起生效，有效期至相关订单全部到期或终止为止。	This SOW shall become effective on the Effective Date specified above and shall continue in effect until all Orders subject hereto have expired or been terminated.
兹证明，双方于文末所载日期签署本工作说明书一式两份，以昭信守。	IN WITNESS WHEREOF, the parties have executed this Statement of Work in duplicate as of the dates written below.

公司名称/Company Name: WL

供应商名称/Supplier Name: _____

签名/Signature:

签名/Signature:

正楷书写姓名/Name:

正楷书写姓名/Name:

职务/Title:

职务/Title:

日期/Date:

日期/Date:

第五节	SECTION V.
供应商确认函	SUPPLIER ACKNOWLEDGEMENT
兹确认，按下述章节要求，《供应商协议》已由供应商审阅、填写并接受。	This is to verify that the document, Supplier Agreement , has been reviewed, completed, and accepted by Supplier as required for the sections indicated below.
重要提示： 不得删除本文件任何章节，如不适用请填写“不适用”。	Reminder: do not delete any sections of this document, rather enter "n/a" if not applicable.

章节	章节标题	本人已审阅以下章节（请勾选）	SECTION	SECTION TITLE	I have reviewed the following sections (check box)
第一节	一般条款		SECTION I	General Conditions	
第二节	保险要求 (COI)		SECTION II	Insurance Requirements (COI)	
第三节	受管制产品与材料 (RPM) 规范		SECTION III	Regulated Products & Materials (RPM) Specifications	
第四节	工作说明书 (SOW) 范本		SECTION IV	Sample Statement of Work	
第五节	供应商确认函及补充条款与条件（本页）		SECTION V	Supplier Acknowledgement & Supplemental Terms & Conditions (this page)	
补充条款与条件			Supplemental Terms and Conditions		
供应商应遵守 Williams Lea 官方网站 公布的《WL 供应商行为准则》，并建立内部			Supplier shall comply with WL's Supplier Code of Conduct as posted at Williams Lea official website and adopt an internal control system to ensure compliance therewith. Upon request by		

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控制体系以确保合规。应 WL 要求，供应商须向 WL 提供其遵守前述行为准则的信息，并配合 WL 或其代表进行的任何审计。	WL, Supplier shall furnish WL with information on its compliance with the aforementioned code of conduct and assist in any audit being conducted by WL or its representatives.
为免疑义，若供应商服务涉及接收、存储、维护或处理受保护的健康信息或个人敏感信息，或供应商被授予访问该等信息的权限，或参与特定医疗保险相关产品或服务的管理，则 H-1 规范（网址： https://www.rrd.com/about/supplier-info/h1 ）中的条款应适用于该等服务。“受保护的健康信息”和“个人敏感信息”的定义见 H-1 规范。	For avoidance of doubt, if Supplier's Services include the receipt, storage, maintenance or processing of, or if Supplier is otherwise granted access to, Protected Health Information or Personal Information or is otherwise involved in the administration of certain Medicare-related products or services, the terms of Specification H-1 (located at https://www.rrd.com/about/supplier-info/h1) shall apply to such Services. The terms "Protected Health Information" or "Personal Information" are defined in Specification H-1.
供应商应遵守附件 1《反腐败条款》、附件 2《数据与信息安全及业务连续性要求》以及附件 3《背景调查》中所载的条款与条件。	Supplier shall comply with the terms and conditions attached at Schedule 1, Anticorruption, Schedule 2, Data and Information Security, and Business Continuity Requirements, and Schedule 3, Background Checks.
签署本确认函即表示我方同意受本文件内所有条款、条件及程序的约束。	By executing this acknowledgement, we agree to be bound by all the terms, conditions and procedures specified within the documents.

公司名称/Company Name: WL

供应商名称/Supplier Name: _____

签名/Signature:

签名/Signature: _____

正楷书写姓名/Name:

正楷书写姓名/Name: _____

日期/Date:

日期/Date: _____

附件一反腐败条款	Schedule 1 – Anticorruption and Antibribery
(i)承包商声明并保证，其本身及其董事、合伙人、负责人、高级管理人员和雇员均已熟悉反腐败法律法规的要求，且均未违反亦不得违反反腐败法律法规。承包商特别保证，其本身及其任何董事、合伙人、负责人、高级管理人员或雇员均未曾就本协议所涉交易或任何其他涉及 WL 的交易，直接或间接地向以下对象提供、作出、承诺作出、授权或批准金钱支付或任何有价值物品的馈赠，且承包商特此同意，其将来亦不会（并应促使其董事、合伙人、负责人、高级管理人员及雇员不会）作出此类行为：(1) 政府官员；(2) 任何在行为地国或美国法律下禁止该等提供、支付、转让或承诺的个人或实体；或(3) 在明知或有合理理由相信该等支付或转让的全部或部分将直接或间接地提供给上述第(1)或(2)款所述人员的情况下，向任何其他个人或实体进行支付或赠与，目的是为任何人士获取或保留业务，或将业务导向任何人士，或获取任何不正当利益。“政府官员”系指：(a) 政府、政府部门、机构或职能机构（例如，国有企业或受控制企业）的官员或雇员；(b) 公共国际组织（例如，世界银行）；(c) 为任何该等政府、部门、机构、机关或国际组织行事或代表其行事的个人；或 (d) 任何政党或政党官员或任何政治职位的候选人。	(i)Contractor represents and warrants that it and its directors, partners, principals, officers and employees are familiar with the requirements of the Anticorruption Laws and that none of them has violated, or shall violate, the Anticorruption Laws. In particular, neither the Contractor nor any of its directors, partners, principals, officers or employees has offered, made, promised to make, authorized or ratified, and Contractor agrees that it shall not (and shall cause its directors, partners, principals, officers and employees not to) offer, make, promise to make, authorize or ratify, whether in connection with the transactions contemplated by this Agreement or any other transaction involving WL, any payment of money or gift of anything of value, directly or indirectly to any: (1) Government Official; (2) person or entity when such offer, payment, transfer, or promise would violate the laws of the country in which made or the laws of the United States; or (3) other person or entity while knowing or having reasonable ground to believe that any portion of those payments or transfers will be offered, made, or promised, directly or indirectly, to the persons referred to in clause (1) or (2) above, in order to obtain or retain business for or with, or to direct business to any person or to secure any improper advantage. "Government Official" means any (a) officer or employee of a government or government department, agency or instrumentality (e.g., state-owned or controlled enterprises); (b) public international organization (e.g., The World Bank); (c) person acting for or on behalf of any such government or department, agency, instrumentality or international organization; or (d) any political party or party official or any candidate for political office.
(ii) 若 WL 有合理理由认为承包商已违反反腐败法律法规，WL 可自行决定：(1) 暂停向承包商支付所有款项，直至引起关注的情况得到令其满意的澄清为止；及 (2) 对承包商进行调查和/或审计，或委托第三方审计承包商的账簿和记录，以确认是否发生任何此类违规行为。“反腐败法律法规”系指《美国反海外腐败法》（“FCPA”）、英国《2010 年反贿赂法》、类似的反海外贿赂法律或适用于承包商的任何其他反贿赂或反腐败法律。	(ii)If WL has reasonable grounds to believe that Contractor has violated the Anticorruption Laws, WL may in its sole discretion (1) suspend all payments to Contractor pending clarification to its satisfaction of the circumstances that gave rise to the concern, and (2) investigate Contractor and/or audit, or have a third party audit, Contractor's books and records for the purposes of ascertaining whether any such violation has occurred. "Anticorruption Laws" means the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act 2010, similar laws against foreign bribery or any other anti-bribery or anticorruption laws applicable to Contractor.
(iii)若在本协议签订之后，承包商或其任何高级管理人员、董事、合伙人、负责人、雇员或据其所知的股东拟成为政府官员或任何政府官员的关联方或联系方，其必须至少提前三日书面通知 WL。WL 有权立即终止本协议，且承包商自终止之日起无权获得本协议项下的任何后续费用或付款；但前述终止并不影响承包商就终止前已提供之服务收取相应费用的权利，亦不影响适用法律另有规定的情况。	(iii)If, after the date hereof, Contractor or any of its officers, directors, partners, principals, employees or, to its knowledge, shareholders, intends to become a Governmental Official or an affiliate or associate of any Governmental Official it shall provide at least three days' prior written notice to the WL, which shall have the right to terminate this Agreement forthwith and Contractor shall not thereafter be entitled to any further fee or payment hereunder from and including the date of termination; provided that such termination shall not affect the right of Contractor to payment for services rendered prior to such termination or to the extent otherwise required by applicable law.
(iv)WL 有权随时或不时要求承包商就其遵守本节所述陈述、保证和承诺的情况出具证明，并可将其作为支付承包商任何到期款项的先决条件；若 WL 有理由认为承包商提供的任何证明不准确，则有权拒绝支付任何该等款项。承包商同意，若其在履行本协议过程中违反任何反腐败法律法规，将立即通知 WL。	(iv)The WL shall be entitled to request that Contractor certify at any time or from time to time its compliance with the representations, warranties and covenants set forth in this Section, including as a condition to payment of any amount due to Contractor hereunder and to refuse payment of any such amount if the WL has reason to believe that any certification provided by Contractor is inaccurate. Contractor agrees to immediately notify WL if it violates any Anti-Corruption Laws in the performance of this Agreement.
附件二	SCHEDULE 2
信息与物理安全要求	INFORMATION AND PHYSICAL SECURITY REQUIREMENTS
未经 WL 事先书面同意，承包商不得在使用本协议约定服务所需之外，为任何目的的使用、披露、出售或共享 WL 的任何保密信息，并应通过合同要求代表承包商履行服务的任何分包商对此类数据予以保密。承包商声明并保证，其将遵守适用于其运营及本协议的所有相关隐私、数据、信息安全或使用方面的法律、规则和/或法规。	Contractor may not use, disclose, sell, or share any WL Confidential Information for any purpose other than in the performance of the Services hereunder without the prior written consent of WL and will contractually require any subcontractor performing Services on behalf of Contractor to maintain the confidence of such data. Contractor represents and warrants it will comply with all applicable privacy, data, information security or use laws, rules, and/or regulations that apply to Contractor's operations together with this Agreement.

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供应商应建立并维护全面的信息安全管理体系，包括但不限于：		Contractor will adhere to the Information and Physical Security Requirements below:	
网络安全		Network	
●承包商处理 WL 保密信息的所有设备须位于专用的逻辑网段，并按规定通过防火墙与通用网络进行逻辑隔离。		●All Contractor devices processing WL Confidential Information must be located on a dedicated logical network segment and where stated be logically separated from the general network via firewall	
●承包商须提供安全的连接方法（例如点对点 VPN）。		●Contractor must provide secure connection methods (point to point VPN, for example).	
●承包商须确保其和/或其分包商/子处理器运营的所有支持 WL 服务的系统及应用程序受到保护，免受内外网络威胁。		●Contractor must ensure that all the Systems and applications operated by Contractor and/or its sub-contractor/sub processors that support WL Services(s) are protected from inbound and outbound network threats.	
●承包商须实施控制措施以确保网络中信息的安全，并保护连接服务免受未经授权访问。		●Controls should be implemented to ensure the security of information in networks and the protection of connected services from unauthorized access.	
●承包商须识别、防护、检测并响应任何安全警报和漏洞事件。		●Contractor must identify, protect, detect and respond to any security alerts and breaches.	
●承包商须维护最新的组织网络边界清单（包括网络拓扑图），并至少每年审查一次。		●Contractor must maintain an up-to-date inventory of all of the organization network boundaries, including a network diagram, and must review it at least annually.	
●承包商须至少每年审查其内部和外部防火墙规则。		●Contractor must review its internal and external firewall rules at least annually.	
●承包商须具备检测和防护拒绝服务攻击及分布式拒绝服务攻击的能力。		●Contractor must maintain a capability to detect and protect against Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks.	
●在建立与承包商网络的外部连接前，须对连接进行记录、验证和批准，以防止安全漏洞。		●External connections to the Contractor network are documented, verified and approved prior to the connections being established to prevent security breaches.	
●承包商网络须通过应用深度防御原则（如网络分段、防火墙、对网络设备的物理访问控制等）进行保护。		●Contractor networks must be protected through applying defense-in-depth principles (e.g. network segmentation, firewalls, physical access controls to network equipment, etc.).	
●承包商须具备网络入侵防护技术，以检测和阻止所有入站/出站流量中的恶意流量，并根据行业最佳实践更新特征库，及时应用解决方案提供商发布的更新。		●Contractor must have network intrusion prevention technologies to detect and prevent malicious traffic for all inbound/outbound traffic and update signature databases in line with industry best practice and apply updates from the solution provider in a timely manner.	
●办事处间/云服务提供商/数据中心之间的网络连接须通过安全协议进行加密。		●Network connection between interoffice/ cloud service provider/ data centers must be encrypted over secure protocol.	
●承包商对网络的无线访问须经过授权、认证、分段并采用强加密协议。		●Contractor's wireless access to the network is subject to authorization, authentication, segmentation and strong encryption protocols.	
逻辑访问控制		Logical Access	
●对 WL 保密信息的访问权限须遵循最小权限原则。		●Access to WL Confidential Information must be provided on a least privilege basis	
●账户密码至少每 60 天更换一次，且不得与过去 12 次使用的密码相同。		●Passwords to accounts should be changed at least every 60 days and should be different from the previous twelve (12) passwords.	
●连续五 (5) 次登录尝试失败后须锁定账户，30 分钟后允许重新尝试认证。		●Passwords must be locked after five (5) unsuccessful logon attempts and allowed to re-attempt authentication after 30 minutes.	
●密码须至少包含 8 个字符，并由以下 4 类字符中的 3 类组成：		●Passwords must contain at least 8 characters made up of 3 of 4 below:	
○ 大写字母、		○ Uppercase letter	
○ 小写字母、		○ Lowercase letter	
○ 数字、		○ Numerical digit	
○ 特殊字符。		○ Special Character	
承包商须维护访问 WL 保密信息的员工和分包商的最新准确记录。		Contractor must maintain an up to date and correct record of its employees and subcontractors accessing WL Confidential Information.	
承包商须每季度对提供服务的所有承包商员工和分包商（包括服务范围内基础设施和应用程序的管理权限）进行一次访问权限审查。		Contractor must perform an access review of all Contractor employees and subcontractors providing Services, including administration of the infrastructure and applications within the scope of the Services on a quarterly basis.	
承包商在接到访问不再需要的通知后（例如员工离职、项目重新分配等），须立即（最多不超过 24 小时）禁用相关账户/凭证。		Contractor will disable accounts/credentials of employees and subcontractors providing Services to WL upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) immediately but no more than twenty-four (24) hours.	
承包商须确保对所有远程访问保密信息的情况采用安全的双因素认证。		Contractor must ensure secure multi-factor authentication for all instances of remote access to Confidential Information.	
数据管理		Data Management	
●承包商须确保直接接触保密信息的全体员工和分包商被禁止访问电子邮件，且禁止个人移动设备访问承包商网络。		●Contractor must ensure that all staff and subcontractors with direct access to Confidential Information are blocked from access to email and access to the Contractor network is blocked from personal mobile devices	
●所有用于开发和测试的系统须位于非生产环境，且必须始终严格执行职责分离。开发和测试环境中不得存在生产数据。		●All systems used for development and testing must be located in a non-production environment and segregation of duties enforced at all times. There must be no live data in the development and test environment(s).	
●所有保密信息须进行备份。备份数据须以加密格式离线存储，并在约定的保留期届满后删除。		●All Confidential Information must be backed up. Backups must be stored offline in an encrypted format, and deleted once the agreed retention period is expired	
●承包商须采用技术控制措施保护 WL 保密信息免遭泄露/窃取，方法包括但不限于：		●Contractor must use technical controls to secure WL Confidential Information from leakage/exfiltration and include but not limited to the following methods:	
○ 防止信息在内部网络/供应商网络外未经授权传输；		○ Unauthorized transfer of information outside the internal network/ Supplier network	
○ 监控电子邮件；		○ Email	
○ 管理互联网/Web 网关（包括在线存储和网页邮件）；		○ Internet / Web Gateway (including online storage and webmail)	
○ 防止信息向便携式媒体的未经授权传输；		○ Unauthorized transfer of Information to portable media	
○ 确保与第三方（分包商、子处理器）的信息交换安全；		○ Insecure Information exchange with third parties (sub-contractors, sub-processors)	
○ 防止信息的不当打印或复制。		○ Inappropriate printing or copying of Information	
○ 承包商须对传输中和静止状态下的所有 WL 保密信息进行加密。		○ Contractor must encrypt all WL Confidential Information in transit and at rest.	
●承包商应建立相应程序，以安全处置 WL 的保密信息。所采用的数据清理方法须恰当，包括但不限于清除、净化及销毁，以便依据 NIST 800 标准，从所有存储介质中安全地移除/擦除 WL 保密信息，并确保其不可恢复。		●Contractor must establish procedures to securely dispose WL Confidential Information using appropriate sanitization methods including but not limited to clearing, purging, and destroying for secure removal/erasure and recovery of WL Confidential Information from all storage media rendering WL Confidential Information irrecoverable in compliance with NIST 800 standards.	
●在承包商服务完成时或 WL 指定和要求的任何时间，客户不得以任何形式继续		●At the completion of the Contractor's Services or at any time specified and requested by WL,	

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使用、传输或保留任何 WL 保密信息的副本。同时，在不限制前述规定的前提下，承包商应在 WL 书面要求时或根据适用订单的规定，安全销毁和擦除其持有或控制的所有 WL 保密信息副本（包括由此衍生的副本和/或记录）。为免疑义，所有 WL 保密信息均视为保密信息。根据 WL 要求，承包商须提供由其高级管理人员签署的此类销毁/清理工作的书面证明。	Customer will no longer use, transfer or retain any copy of the WL Confidential Information in any form. And, without limiting the foregoing, Contractor will securely destroy and erase all copies of any WL Confidential Information (including copies and/or notes derived therefrom) in Contractor's possession or under Contractor's control upon written request of WL or pursuant to the applicable Order. For the avoidance of doubt, all WL Confidential Information is deemed Confidential Information. Contractor shall, upon WL's request, provide WL with a written certification of such destruction/purging signed by an officer of Contractor.
●未经 WL 明确书面许可，任何 WL 保密信息不得在提供该信息给承包商的国家之外传输或处理。	●No WL Confidential Information may be transmitted to, or processed outside of, the country from which it is provided to Contractor without the express written permission of WL.
终端节点安全	Endpoints
●承包商须确保用于连接其网络和 WL 保密信息的终端设备已进行安全配置，安装防病毒软件并每月应用关键更新。	●Contractor must ensure that the endpoints used for connecting to its network and WL Confidential Information must be configured securely with anti-virus software and critical updates applied monthly.
●承包商终端设备的硬盘须完全加密。	●Contractor endpoints must have fully encrypted hard drives.
●仅允许承包商提供的设备访问 WL 个人数据。禁止使用个人设备。	●Only Contractor provisioned devices are authorized to access WL Personal Data. Personal devices are prohibited.
漏洞管理	Vulnerability Management
●承包商须通过既定政策、程序和技术措施，建立并维护有效的漏洞管理计划，以便对承包商拥有或管理的应用程序、基础设施网络和系统组件中的漏洞进行有效监控、及时检测和修复。	●Contractor must have an established and effective vulnerability management program through established policies and procedures, and technical measures, for effective monitoring, timely detection and remediation of vulnerabilities within Contractor owned or managed applications, infrastructure network and system components.
●承包商须至少每月使用更新的漏洞特征库进行一次漏洞扫描。	●Contractor will conduct vulnerability scans using updated vulnerability signatures on at least a monthly basis.
●承包商须基于风险等级修复漏洞：严重级别 7 天内修复；高风险级别 30 天内修复；中风险级别 60 天内修复。	●Contractor must remediate vulnerabilities based on risk rating: Critical 7 days; High 30 days; Medium 60 days.
●服务范围内的互联网暴露设备和服务的渗透测试须由第三方渗透测试公司至少每年进行一次。根据要求，须向 WL 提供摘要报告。	●External penetration testing covering internet exposed devices and services within the scope of the Services must be conducted by a third-party penetration testing company on, at least, an annual basis. If requested, summary reports must be shared with WL.
●承包商须制定补丁管理计划，并建立政策和程序，以便向服务器、网络设备、应用程序和终端设备部署最新的安全补丁。	●Contractor must have a patch management program with established policies and procedures to deploy the latest security patches to servers, network devices, applications, and endpoint devices.
日志管理	Log Management
●承包商须部署安全信息和事件管理系统，用于记录和监控可疑活动（包括使用行为分析和入侵指标触发检测和警报）。	●Contractor must have an implemented SIEM for the logging and monitoring, including detection and alerting, of suspicious activity using behavior and indicators of compromise triggers.
●须至少每日审查日志并立即处理事件。	●Logs must be reviewed on at least a daily basis and events addressed immediately.
安全事件管理	Security Incident Management
●在本协议有效期内，承包商须持续获得 SOC 2 第二类认证，并应在 WL 书面要求时提供其 SOC 2 第二类审计报告。	●Contractor shall maintain SOC2 Type II Certification during the Term of this Agreement and provide its SOC2 Type II audit report upon written request of WL.
●承包商应建立、测试并维护一套信息安全事件响应流程，该流程除其他事项外，须包括证据保全、适时通知执法部门、政府机构及类似方并与其协作，以及执行取证分析等程序。	●Contractor shall establish, test, and maintain an Information Security Incident response process that includes, among other things, processes for evidence preservation, informing and working with law enforcement agencies, government agencies and similar parties as appropriate, and performing forensic analyses;
●承包商应将任何涉及保密信息和/或 WL 数据的信息安全事件通知 WL，这包括在承包商系统、硬件、设备、装置或办公场所计算机上发生或与之相关的任何安全事件，或任何其他涉及承包商人员的安全事件。承包商须及时发出任何此类安全事件的通知，但在任何情况下不得晚于承包商首次知悉该安全事件后二十四（24）小时。	●Contractor shall notify WL of any information Security Incident involving Confidential Information and/or WL Data, including any security incident at or involving Contractor's systems, hardware, equipment, devices or premises computers or otherwise involving Contractor's personnel. Contractor shall provide notification of any such security incident promptly, but in no event later than twenty-four (24) hours following the date Contractor first becomes aware of such Security Incident
●对于承包商在首次知悉后二十四（24）小时内成功解决的每起安全事件，承包商须在不迟于该安全事件关闭后三（3）天内向 WL 提供最终书面通知，其中须包括关于事件根本原因、已采取的措施以及防止未来发生类似事件的计划等详细信息。	●Contractor shall for each such Security Incident successfully resolved within twenty-four (24) from the time Contractor first becomes aware of such Security Incident, provide WL with a final written notification no later than three (3) days following Contractor's closure of such Security Incident, that includes detailed information regarding the root cause of such incident, actions taken, and plans to prevent a similar event from occurring in the future.
●若系统完整性无法在承包商断定发生安全事件后二十四（24）小时内恢复，承包商须以不公开暴露现有漏洞但能使 WL（如可能）采取适当措施减轻其风险的方式，向 WL 提供关于该安全事件的以下补充通知：（A）确认 WL 已受到安全事件影响；及（B）安全事件描述。	●Contractor shall in the event that system integrity cannot be restored within twenty-four (24) hours from the time Contractor concludes that a Security Incident has occurred provide WL with the following additional notice regarding the Security Incident, in a manner that does not publicly expose the existing vulnerability but enables WL, if possible, to take appropriate actions to mitigate its exposure or risk: (A) confirmation that WL has been impacted by a Security Incident; and (B) a description of the Security Incident.
●系统完整性恢复且安全事件报告可用后，承包商须立即通知 WL。	●Contractor will provide notification to WL promptly after the system integrity is restored and a report of the Security Incident has become available.
●WL 将把承包商关于安全事件的任何通知视为保密信息。尽管有前述义务，若安全事件直接影响 WL 的最终客户或 WL 的关联公司，且需要发出通知，则 WL 可向该受影响方发出安全事件通知。	●WL will treat any notices from Contractor regarding a Security Incident as confidential information. Notwithstanding the foregoing obligation, if a Security Incident directly impacts WL's end customer or an Affiliate of WL, and notice is required, then WL may provide notice of the Security Incident to such impacted party.
●安全事件发生后，承包商同意自费调查该安全事件，并确定和减轻安全事件的影响。承包商同意配合 WL 或其代表进行的任何安全事件调查。WL 同意，此类合作须以符合承包商承担的其他合同保密义务的方式进行。	●Following a Security Incident, Contractor agrees, at its own expense, to investigate the Security Incident and identify and mitigate the effects of the Security Incident. Contractor agrees to cooperate with any investigation of the Security Incident by WL, or agents acting on its behalf. WL agrees that such cooperation must be in a manner consistent with other contractual confidentiality requirements held by Contractor.
●“安全事件”系指（i）实际披露或合理怀疑承包商持有的保密信息、机密信息或受保护的健康信息已向任何未经授权的个人或实体披露、被其访问或丢失；或（ii）承包商的服务对 WL 或 WL 最终客户的网络或系统构成潜在安全威胁的情况，包括承包商的电子邮件地址和/或 URL 被泄露。	●“Security Incident” means (i) an actual disclosure or reasonable suspicion that there has been a disclosure, access, or loss of Confidential Information, Confidential Information or Protected Health Information held by Contractor to any unauthorized person or entity, or (ii) a condition where Contractor's Services present a potential security threat to WL or WL's end customer's

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	network or systems, including the compromise of Contractor's email addresses and/or URLs.
物理安全	Physical Security
●所有独立运营、共址运营及第三方数据中心和云提供商均须得到有效保护，以防止未经授权的访问以及 WL 保密信息的被盗或损坏。所有数据中心须具备分层的技术、物理和人员控制措施以及针对具体站点的程序，以有效保护周边区域、建筑物和所有其他关键区域。控制措施包括但不限于安全摄像头、入侵检测系统、访问控制和安全人员。若设施位于共享地点，则须在其独立隔离区域周围部署有效的安全措施。	●All standalone, co-located and third-party data centers, and cloud providers must be effectively secured to prevent unauthorized access and theft or damage to WL Confidential Information. All data centers must have layered technical, physical and manned controls and site-specific procedures in place to effectively protect the perimeter, building, and all other critical areas. Controls include, but are not limited to, security cameras, intruder detection systems, access control and security officers. Where installations are in shared locations, effective security around their discrete segregation must be deployed.
分包商	Subcontractors
●未经 WL 批准，承包商不得使用本协议已披露范围之外的任何分包商。本附件二所述的所有信息安全要求，承包商的任何分包商亦须遵守。	●Contractor may not use any subcontractors, aside from those disclosed within this Agreement, without WL's approval. All information security requirements as identified within this Annex 2 must also be adhered by Contractor's subcontractors.
●承包商须至少每年对每家分包商就遵守本协议的情况进行一次重新评估。	●Contractor must reassess each subcontractor at least annually for adherence to this Agreement.
培训	Training
●承包商员工在入职后 90 天内及之后每年须参加强制性的信息安全与隐私意识培训。培训内容应包括但不限于网络安全、反网络钓鱼、物理安全、数据隐私和数据管理。应要求，承包商须向 WL 提供培训材料和/或员工完成培训的记录副本。	●Contractor employees must participate in a mandatory information security and privacy awareness training upon 90 days of hire and annually thereafter. The training should include, but not limited to, cybersecurity, anti-phishing, physical security, data privacy, and data management. Upon request, Contractor will provide WL with a copy of the training materials and/or records of employees' completion of training.
审计权	Audit Rights
●承包商须根据服务要求，每年确保经外部验证的适当的信息安全、业务连续性和质量保证认证有效（例如 ISO 9001、ISO 27001、ISO 22301、SOC 2、PCI DSS）。应 WL 要求，承包商应出具其最新认证的副本。	●Contractor shall maintain on an annual basis appropriate externally verified information security, business continuity, and Quality Assurance certifications as required for the provision of the service (e.g. ISO 9001, ISO 27001, ISO 22301, SOC 2, PCI DSS). Upon request, Contractor will provide a copy of the most recent certifications.
●WL 保留至少每年通过问卷调查、电话访谈和现场访问等方式对承包商进行审计的权利。	●WL reserves the right to audit Contractor by means of questionnaire, phone interview and site visit at least annually.
业务连续性管理	Business Continuity Management
●承包商须制定并维护业务连续性计划（运营和核心业务功能）和灾难恢复计划（IT 基础设施/数据恢复）。	●Contractor shall develop and maintain a business continuity plan (operations and core business functions) and a disaster recovery plan (IT infrastructure / data recovery).
●上述计划须详细说明承包商和/或其代理为确保持续履行本协议项下义务所需采取的措施。为确保符合此要求，承包商须：(i) 在本协议有效期内实施并维护充分的业务连续性和灾难恢复计划，WL 书面要求时可提供副本；(ii) 承包商应促使其经批准的适用分包商在本协议有效期内，制定并维持一份充分的业务连续性与灾难恢复计划；承包商将根据适用行业标准，获取支持所有此类计划的证明文件和/或访问权限，或获取由合格独立第三方对该等计划所作的任何评审报告的副本；以及 (iii) 承包商应将在此类计划中发现的任何重大差异，和/或其自身及代理对其各自计划所作的任何可能对承包商履行本协议项下职责的能力产生严重或重大影响的重要变更，通知 WL。	●Said plan will describe, in prudent detail, steps that Contractor and/or its agents, are to take to ensure Contractor's ability to perform its respective obligations under this Agreement. To ensure compliance with that concept, Contractor is to: (i) implement and maintain, for the duration of this Agreement, an adequate business continuity and disaster recovery plan, a copy of which will be provided to WL upon written request. (ii) cause its approved subcontractors, as applicable, to implement and maintain, for the duration of this Agreement, an adequate business continuity and disaster recovery plan, and Contractor will obtain documentation in support of all such plans and/or access thereto or obtain a copy of any third-party review of any such plan by a qualified independent party, pursuant to applicable industry standards; and (iii) notify WL of any material differences identified in any such plan or any significant changes that Contractor and/or its agents make to their respective plans that may have a serious, or material, effect on Contractor's ability to perform its duties under this Agreement.
人工智能	Artificial Intelligence
●未经单独签署的明确允许此类活动的协议授权，承包商不得保密信息（包括个人数据）全部或部分用于以下目的：（1）非法目的；（2）在履行服务所需之外，向任何第三方分发、共享、出售、租赁、许可、展示、陈列、发布、公开或私下表演、提供或转让；（3）训练任何人工智能或机器学习引擎或系统、神经网络或类似系统。	●Contractor shall not use the Confidential Information, including Personal Data, in whole or in part, (1) for an unlawful purpose; (2) to distribute, share, sell, lease, license, exhibit, display, post, perform, make available publicly or privately, or otherwise transfer to any third party outside the performance of the Services; or (3) to train any artificial intelligence or machine learning engine or system, neural network, or similar system, absent a separate executed agreement expressly permitting these activities.
附件三	SCHEDULE 3
背景调查：	BACKGROUND CHECKS:
背景信息收集旨在评估服务提供方履行特定服务的能力，并确保承包商为 WL 或其最终客户提供服务的人员不会对人员、财产或信息的安全构成威胁。自本协议生效之日起，所有被指派为 WL 提供服务的人员均应接受由第三方机构进行的背景调查。调查时间范围应自生效日期或雇佣申请日期（以较晚者为准）起算。承包商应依据适用法律，对任何可能接触 WL 保密信息的员工进行筛查。筛查范围应涵盖其受雇于承包商前紧接的七（7）年内的情况，包括但不限于：	Background check information is collected as a means of determining an applicant's ability to perform the particular Services and ensuring Contractor's employees performing services for or on behalf of WL are not a threat to the safety or security of our and our end customers' property or information. Each individual who is assigned to perform services for or on behalf of WL after the Effective Date shall be subjected to a background check, which is conducted by a third party vendor. The background check shall search for information starting from the date of the Effective Date or employment application (whichever is later). Therefore, Contractor, subject to Applicable Law, shall perform screening of any Contractor employee who will have access to WL Confidential Information. Such screening shall look back over the immediately preceding 7 years prior to employment with Contractor and include:
●验证社会安全号码/全面地址验证（需使用 E-Verify 系统）	●Verify SSN / Comprehensive Address Verification (use of E-Verify)
●全国犯罪信息库数据库核查 (NCIB) ○ 包含全国性犯罪者登记库	●National Criminal Information Bureau Database (NCIB) ○ Includes National Sex Offender Registry
●县法院 Unlimited 刑事记录/全州犯罪记录搜索。	●Unlimited County Court Criminal / Statewide CrimeSearch

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承包商不得允许任何在过往七年 (7) 内曾因不诚实、背信、渎职或洗钱等罪行被定罪的人员提供服务；同时，经合理考量定罪性质、所提供之服务及其他相关因素后，若承包商认定某人员之任何其他刑事定罪可能对 WL 保密信息的安全构成风险，亦不得允许该人员提供服务。 若承包商认为尽管存在不符合要求的刑事定罪，但某人员仍应被允许提供服务，则应与 WL 联系沟通。	Contractor shall not permit the Services to be performed by any person who has been convicted of any offense involving dishonesty, breach of trust or duty, or money laundering that occurred in the preceding seven (7) years as well as any other criminal conviction that Contractor may reasonably determine poses a risk to the security of WL Confidential Information, having considered the nature of the conviction, the Services being provided, and any other relevant factors. If Contractor believes any person should be permitted to perform the Services notwithstanding the existence of an otherwise disqualifying criminal conviction, Contractor shall contact WL.
终端客户可能要求特定承包商员工接受超出上述范围的专项背景调查。如需进行此类调查，WL 将书面通知承包商。	End customers may request that certain Contractor employees undergo a defined background check containing certain criteria not covered in the above-listed checks. WL shall inform Contractor in writing should such a defined background check be required.

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