



朋程科技股份有限公司 Actron Technology Corporation

合約附件-資訊安全要求

Contract Attachment – Information Security Requirements

一、甲方資訊安全政策：

I. Actron's Information Security Policy

強化人員認知、避免資料外洩、落實日常維運、確保服務可用。

To enhance personnel awareness, prevent data leakage, ensure daily maintenance practices, and maintain service availability.

二、作業人員資訊安全條款：

II. Personnel Security Requirements

1. 乙方作業人員應遵守甲方資訊安全政策及相關規範，相關維護人員務必詳閱並遵循資訊安全相關規定。

Personnel assigned by Supplier must comply with Actron's information security policy and related regulations. All maintenance personnel must read and adhere to the applicable security requirements.

2. 乙方作業人員因作業需要而知悉有關甲方資訊系統相關之個人資料、應用程式、資料檔案、及資料媒體等，應絕對保守機密，不得對外洩漏，如有違誤願負法律上責任，離職後亦同。

Any personal data, applications, files, media, or related information of Actron that is accessed by Supplier's personnel during their work must be kept strictly confidential. Disclosure to any third party is prohibited. This obligation continues after the end of employment, and any breach may result in legal liability.

3. 乙方作業人員如因未遵守資訊安全條款，致使甲方出現資訊安全事件時，乙方作業人員應賠償甲方實際損失金額，實際損害賠償金額需經雙方認定。

If a Supplier staff member fails to comply with the information security terms and causes an incident, Supplier shall compensate Actron for actual damages, as determined by both parties.

4. 乙方作業人員作業時，應依合約內容進行工作，不可從事未經許可事項；重要設備應由甲方資訊人員陪同處理，並應注意資料完整性及安全性。

Supplier personnel must perform only the tasks agreed upon in the contract and are not permitted to carry out unauthorized actions. Critical equipment must be handled in the presence of Actron's IT staff, with attention to data integrity and security.

三、資訊安全責任：

III. Information Security Responsibilities

1. 甲方保有依甲方與乙方同意之適當方式，對乙方及其分包廠商以派員稽核、委由第三方籌組專案團隊稽核或其他適當方式，執行相關稽核或查核的權利，稽核結果不符合本合約約定、甲方所制訂之各項資訊安全規範及標準者，於接獲甲方通知後應於期限內完成改善，未依限完成者，依約定核計逾期違約金。

Actron reserves the right to audit Supplier and its subcontractors through on-site inspections, third-party audit teams, or other appropriate methods, as mutually agreed. If Supplier fails to meet contractual or information security requirements, corrective actions must be completed within the specified deadline. Failure to do so will result in penalties as defined in the contract.

2. 乙方應遵守個人資料的保護與智慧財產權，及其他相關資安法令、法規或政策。

Supplier must comply with applicable personal data protection laws, intellectual property rights, and other information security laws and policies.

3. 乙方交付之軟、硬體及文件，應先行檢查是否內藏惡意程式(如病毒、蠕蟲、特洛伊木馬、間諜軟體等)及隱密通道(covert channel)，提出安全性檢測證明，涉及利用非受託者自行開發之系統或資源者，並應標示非自行開發之內容與其來源及提供授權證明。乙方於軟、硬體上線前應清除正式環境之測試資料與帳號及管理資料與帳號。
Software, hardware, or documentation delivered by Supplier must be scanned for malicious software (e.g., viruses, worms, trojans, spyware) and covert channels. Security testing results must be provided. For third-party components, the source and authorization must be clearly identified. All test data, accounts, and admin credentials must be removed before going live.

4. 乙方交付之軟、硬體，應於交付前進行更新修補，確保交付項目已更新至最新版本，

並已修補所有已知漏洞。

All deliverables must be updated and patched prior to delivery to ensure that the latest versions and all known vulnerabilities are addressed.

5. 保固期間，乙方應隨時留意最新資訊安全現況，例如系統開發所使用的套件、插件、函數庫等的重大安全漏洞更新，並主動提供資訊安全強化與改善建議給甲方管理者，並協助辦理防護及修補工作。

During the warranty period, Supplier must monitor security advisories (e.g., for frameworks, plugins, or libraries used) and proactively provide suggestions for improvements. Supplier must assist Actron in applying necessary security protections and patches.

6. 合約履約或終止後，乙方應刪除或銷毀執行服務所持有甲方之相關資料，或依甲方之指示返還或移交之，並保留執行紀錄。

Upon contract completion or termination, Supplier must delete, destroy, or return all data obtained from Actron, as instructed, and retain records of these actions.

7. 乙方所提供之服務，如為軟體或系統發展，須針對各版本進行版本管理，並依照資安管理相關規範，提供權限控管與存取紀錄。

For any software or system developed, Supplier must implement version control, access control, and maintain access logs in accordance with security regulations.

8. 乙方提供服務，如違反甲方資訊安全相關規範、知悉甲方或乙方發生資安事件時，均必須於1小時內通報甲方，提出緊急應變處置，並配合甲方做後續處理。

If Supplier violates Actron's information security policies or is aware of any incidents affecting Actron or themselves, Supplier must report the incident to Actron within one hour, initiate emergency response procedures, and fully cooperate with follow-up actions.

9. 乙方應確實執行組態管理(Configuration Management)，以確保系統之完整性及一致性，以符合甲方對系統品質及資通安全的要求。

Supplier must implement proper configuration management to ensure system integrity and consistency, meeting Actron's quality and security standards.

10. 乙方如違反「資訊安全責任」規定，應適用「罰則」之違約責任，並就甲方所受損害負賠償之責。

If Supplier violates these security responsibilities, they will be liable under the contract's penalty clauses and shall compensate Actron for any resulting damages.

四、罰則：

IV. Penalties

1. 乙方未能於本合約規定期限完成各該約定事項者，每逾一個日曆天，甲方得向乙方罰扣約定合約費用總金額之百分之一，累積罰款達合約總費用時，甲方得解除或終止合約。

If Supplier fails to complete any agreed tasks within the contractually specified timeframe, Actron may deduct 1% of the total contract amount per calendar day of delay. If accumulated penalties reach the total contract value, Actron reserves the right to terminate the contract.

2. 乙方違反「作業人員資訊安全條款」或「資訊安全責任」致甲方遭受損害，甲方可向乙方請求支付損害賠償；另就乙方受僱員工於執行職務過程中獲知上述應保密之資訊而向第三人洩露或為合約規範目的以外之使用、拷貝或修改之情形，即令非來自乙方之指示，或乙方不知情，但仍應由乙方與該行為人連帶負損害賠償責任，且乙方須對此立即採取糾正措施以為補救，甲方亦得隨時終止雙方業務合作合約。

If Supplier violates the "Personnel Security Requirements" or "Information Security Responsibilities," and this results in harm to Actron, Actron may claim compensation. If any Supplier employee discloses or misuses confidential information—whether instructed or not—Supplier and the employee shall be jointly liable. Supplier must take immediate corrective actions, and Actron may terminate the business agreement at any time.

乙方確認簽章欄位 / Supplier Confirmation Section

公司名稱 / Company Name	
統一編號 / Unified Business ID	
負責人 / Authorized Representative	
職稱 / Title	
簽章 / Signature	
日期 / Date	

※乙方簽署時請加蓋公司章及負責人章。

Supplier shall affix both company seal and authorized representative's signature.