

## **Adherence to the Privacy Policy, Treatment of Personal data, Code of Ethics and Criminal Compliance Policy**

**This document is a unilateral statement by which the signer agrees to comply with the BIG Confidentiality Policy, is notified of the BIG Personal Data Treatment Policy and complies with the Code of Ethics and Criminal Compliance Policy, as an indispensable requirement to carry out commercial operations with the companies of the group headed by Borges International Group, S.L.U.**

Mr. or Ms. \_\_\_\_\_ with ID number \_\_\_\_\_, on behalf of \_\_\_\_\_, (name or company name), with Tax number \_\_\_\_\_ (hereinafter referred to as the COMPANY), through the signing this document is considered notified of its content and assumes the obligations contained therein, in relation to BORGES INTERNATIONAL GROUP, SLU and all the companies that form part of the group under its auspice, which are listed in Annex I, hereinafter referred to as BIG:

### **Confidentiality**

The COMPANY agrees to the duty of secrecy and confidentiality with respect to all Confidential Information to which, directly or indirectly, the COMPANY and its personnel access and / or may have knowledge of or access to as a result of their relationship with BIG.

Confidential Information will be considered as any information which has been classified as exclusively or confidentially owned or which, by its nature or by the circumstances in which the disclosure or creation in good faith occurs, must be considered as such.

For its part, BIG assumes the same commitment of confidentiality with the information received from the COMPANY.

### **Processing of personal data**

In accordance with the provisions of the data protection regulations, the personal data provided by the COMPANY and its personnel will be processed by BIG for the administrative, accounting and fiscal management of the contractual relationship (including the entering into recruitment, management of payments and compliance with contractual obligations). The treatment carried out is necessary for the implementation of the contractual relationship, and consent is not necessary. Likewise, the data provided may be communicated, for strict compliance with legal

obligations, to Public Administrations, courts and tribunals; to financial institutions, for the implementation of the contractual relationship; and third companies that are part of the group of parties for the proper administrative management of the recruitment processes.

Similarly, personal data will be processed by BIG and by those companies to which it could subcontract all or part of the services, exclusively, for the carrying out of the same without it being understood in any circumstances that they hold the responsibility for this data.

The data will be processed during the contractual relationship and, subsequent to the same, until the prescription of the legal actions that derive from it.

Interested parties may exercise the rights recognized by the applicable regulations (access, rectification, opposition, deletion, portability of data and limitation of processing), proving their identity, by writing to the address indicated in the heading or in the mail address [lopd@borges-big.com](mailto:lopd@borges-big.com).

The management of your request will be handled under the terms established by the data protection legislation in force at the time of your request.

BIG also acknowledges that the legislation regarding the protection of personal data sets forth a series of obligations in the processing of personal data, amongst which the prohibition of transferring of personal data without the corresponding authorisation of the holder of the personal data is stressed. For this purpose, BIG undertakes to:

- Use the personal data to which they have access only and exclusively to fulfil its contractual obligations.
- Observe and adopt all necessary security measures to ensure the confidentiality, secrecy and integrity of the personal data to which they have access, as well as to adopt in the future all security measures are required by the laws and regulations intended to preserve the secrecy, confidentiality and integrity in the automated processing of personal data.
- Not cede, under any circumstances, to third parties personal data to which they have access, not even for the purpose of conservation.

The obligations established for BIG in this clause will also be mandatory for its employees, for which they will be liable for the breaches incurred by of its workers in this regard.

The duration of the confidentiality obligations established in this contract is 10 years, remaining in force subsequent to the termination, for any reason, of the relationship between the contracting parties.

**Ethical commitment of conduct**

THE COMPANY states it has access to the following BIG documents:

- Code of Ethics

<https://www.borgesinternationalgroup.com/reglamentos-y-politicas/>

- Criminal Compliance Policy

<https://www.borgesinternationalgroup.com/reglamentos-y-politicas/>

In relation to these, THE COMPANY states its agreement with its terms and principles, committing itself to undertake conduct befitting of the same. THE COMPANY acknowledges that the Code of Ethics, the Penal Compliance Policy, the Confidentiality policy and the Policy for the processing of personal data describe the basis on which BIG carries out its activities with all parties concerned, meaning that the substantial breach of THE COMPANY of its content will shall give grounds for just cause of automatic termination of any contractual relationship between THE COMPANY and BIG, reserving for BIG the right to claim against THE COMPANY for any damages that may be derived from its violation.

The COMPANY signs and gives its express consent to the completion of this Adherence with electronic signature, granting said electronic signature the maximum legal value as if it had been signed in manuscript form.

In witness whereof, the COMPANY signs this Adherence using the Signaturit digital signature system (<https://www.signaturit.com/es>), which offers trustworthy service that guarantee the legal security of all legal transactions, or other equivalent electronic signature, with effect on \_\_\_\_\_ 20 \_\_\_\_.

THE COMPANY

(Signature)



**Annex I**

**Companies of the group headed by Borges International Group, S.L.U.**

BAIN - Mas de Colom, S.L.U.  
BMG Foods Shanghai Co. Ltd.  
Borges Agricultural & Industrial Edible Oils, S.A.U.  
Borges Agricultural & Industrial Nuts, S.A.  
Borges Asia Pte. Ltd.  
Borges Branded Foods, S.L.U.  
Borges do Brasil Alimentos Ltda.  
Borges India Private Ltd.  
Borges National USA, Corp.  
Borges Tramier S.A.S.  
Borges USA, Inc.  
Capricho Andaluz, S.L.  
OOO ITLV  
Ortalli, S.R.L. s.u.