



**Adherence to the Privacy Policy, Treatment of Personal data, Code of ethics and Criminal Compliance Policy**  
**遵守隐私政策、个人数据处理、道德规范和刑事合规政策**

Mr. or Ms. \_\_\_\_\_, on behalf of \_\_\_\_\_, (name or company name), with Fiscal ID code \_\_\_\_\_ (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 (BORGES AGRICULTURAL & INDUSTRIAL NUTS, SA; BORGES AGRICULTURAL & INDUSTRIAL EDIBLE OILS, SAU; BORGES BRANDED FOODS, SLU; BAIN ANDALUCIA, SL; BAIN EXTREMADURA, SLU; BAIN MAS DE COLOM, SLU; CAPRICHOS ANDALUZ, SL; BORGES-TRAMIER, SAS; AMÊNDOAS - HERDADE DA PALHETA, LDA; AMÊNDOAS - HERDADE DA PALHETA II, LDA; BSJ - FRUTOS SECOS DE MOURA, SA; BSJ2 – AMÊNDOAS DE MOURA, S.A.), hereinafter referred to as BIG:

\_\_\_\_\_先生/女士，代表\_\_\_\_\_（姓名或公司名称），财务标识号为\_\_\_\_\_

（以下简称“公司”），特此签名。签署本文即视为已知晓本文内容并有义务承担本文中与以下公司相关的各项义务：BORGES INTERNATIONAL GROUP, SLU 及该集团旗下各公司（BORGES AGRICULTURAL & INDUSTRIAL NUTS, SA、BORGES AGRICULTURAL & INDUSTRIAL EDIBLE OILS, SAU、BORGES BRANDED FOODS, SLU、BAIN ANDALUCIA, SL、BAIN EXTREMADURA, SLU、BAIN MAS DE COLOM, SLU、CAPRICHOS ANDALUZ, SL、BORGES-TRAMIER, SAS、AMÊNDOAS - HERDADE DA PALHETA, LDA、AMÊNDOAS - HERDADE DA PALHETA II, LDA、BSJ - FRUTOS SECOS DE MOURA, SA、BSJ2 – AMÊNDOAS DE MOURA, S.A.），以下简称为“BIG”：

**Confidentiality**

**保密性**

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.

对于公司及其员工直接或间接访问和/或可能因与 BIG 的关系而了解或知悉的所有保密信息，公司同意承担相应的保密义务。

**BORGES INTERNATIONAL GROUP, S.L.U.**

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For the purposes of this clause, by means of an example and in no way not exhaustive, Confidential Information will be considered as any information of an economic, financial, technical, commercial, strategic, administrative or other nature to which it has access on the occasion of implementation of such relationship, especially that relating to reports, technical knowledge, facilities, methodologies, products, know-how, services, users of services, customers, suppliers, commercial activities, as well as data and information of a personal nature, collected by any means, both paper and computer, and documentation of any other type, 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.

就本条而言，保密信息包括但不限于以下列举项：在履行上述关系时公司通过任何手段（包括纸质文件、电脑或任何其他类型的文件）获取的性质上被归为专有或保密，或在本着诚信原则披露的情况下被归为专有或保密的经济、财务、技术、商业、战略、行政管理等信息，尤其是与报表、技术知识、设施、方法、产品、专有技术、服务、服务用户、客户、供应商和商业活动有关的信息，以及个人数据和信息。

In compliance with the duty of secrecy and confidentiality, the COMPANY and its staff are subject to the following obligations, hereby having to:

根据保密要求，公司及其员工应承担以下保密义务：

- Follow the instructions set by BIG, in everything related to the treatment of Confidential Information, unable to use and / or treat it for purposes other than those expressly indicated.  
遵守 BIG 下达的与处理保密信息相关的各事项指示，不得出于约定之外的其他目的使用和处理保密信息。
- Treat and use the Confidential Information that is necessary for the development of your professional or business activity.  
仅可处理和使用贵方专业或业务活动所必要的保密信息。
- Handle this information confidentially, being expressly prohibited any communication, assignment, transfer, storage, sending or delivery not expressly authorised, of any confidential information, either to other people linked to BIG not authorised to access this information, or third parties outside the structure of BIG, or record Confidential Information on any magnetic means, or print or extract them out of the physical dependencies where they develop their professional activities and / or collaboration, unless the very development of these activities so demand or have been expressly authorised for this purpose by BIG, and without prejudice to having to comply with judicial or other control authority requirements.

以保密方式处理上述信息。禁止公司及其员工在未被明确授权的情况下向任何其他未被授权获取上述信息的 BIG 相关人员或 BIG 组织以外的第三方传播、让与、转让、

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储存、发送或交付任何保密信息，或在磁性介质上记录保密信息，或从开展业务活动和/或合作的实体固处打印或摘录保密信息，除非上述活动的开展要求进行上述处理，或已获得 BIG 的明确授权，且不影响对司法或其他监管部门规定的遵守。

- Act as diligently as possible to avoid publication or disclosure of this confidential information.  
勤勉尽责，避免上述保密信息被公开或披露。
- Return to BIG all Confidential Information that, at the time of termination of the relationship with the same, is in its possession, expressly waiving any right to retain or preserve the same.  
与 BIG 的关系终止时，将其持有的所有保密信息交还给 BIG，并明确放弃继续持有或保留所有保密信息的任何权利。

The duty of secrecy and confidentiality derived from this clause is mandatory for the COMPANY and its staff during the validity of the relationship maintained with BIG and will be extended, depending on the type of information in question, during the maximum periods provided for in the current legislation applicable.

在与 BIG 维持关系的有效期内，本条中的保密义务对公司及其员工具有强制性；且该等保密义务应根据具体信息类型在现行相关法律规定的最长期限内得到延续。

The COMPANY is bound to observe and comply with the security regulations established in the BIG that are brought to its attention, as well as the security measures that, in relation to the Confidential Information in physical support, are adopted by BIG in accordance with the applicable regulations.

公司必须遵守 BIG 内部已确立并要求公司遵守的安全规定，以及 BIG 根据相关规定针对物理介质内的保密信息所采取的安全措施。

### **Processing of personal data**

#### **个人数据处理**

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. 根据数据保护条例，公司及其员工提供的个人数据将由 BIG 进行处理，用于合同关系的



行政、会计和财务管理（包括人员招聘、付款管理和履行合同义务）。数据处理是履行合同关系的必要条件，无需获得同意。所提供之数据可提交至公共管理机构、法庭和法院，以便履行相关法律义务；数据也可提交至金融机构，以便履行相关合同义务；数据还可提交至当事方集团中的第三方公司，以便对招聘流程进行适当的行政管理。

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.

同样，个人数据可由 BIG 及其可以分包全部或部分服务的公司处理，在任何情形下 BIG 均不对上述信息承担任何责任。

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.

个人数据可在合同关系期内和合同关系终止后进行处理，直至相关诉讼时效终止。

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 [lop@borges-big.com](mailto:lop@borges-big.com)

利益相关方可通过向页眉处的地址去信或向 [lop@borges-big.com](mailto:lop@borges-big.com) 发送邮件证明其身份，以行使适用规定确认的权利（访问、纠正、反对、删除、数据迁移和处理限制）。

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 将根据贵方发出请求时现行有效的数据保护法律规定，对请求进行管理。

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:

BIG 承认，个人数据保护的法律规定了处理个人数据时的一系列义务，其中强调了在未获得个人数据所有者相应授权时，禁止转让个人数据。为此，BIG 承诺：

- Use the personal data to which they have access only and exclusively to fulfil its contractual obligations.  
仅为履行合同义务之目的排他性地使用 BIG 获取的个人数据。
- 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.  
遵守和采取一切必要安全措施确保其获取的个人数据的保密性、机密性和完整性；承



诺在未来采取法律法规规定的一切安全措施，以便维护个人数据的保密性、机密性和完整性。

- Not cede, under any circumstances, to third parties personal data to which they have access, not even for the purpose of conservation.

在任何情况下均不会将 BIG 获取的个人数据交给第三方，即便是出于保存之目的。

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.

本条中对 BIG 规定的义务也对其员工具有强制性，为此，BIG 必须对其员工的违约行为负责。

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

本合同确立的保密义务期限为非固定期限，在签约方之间的关系因任何原因终止后继续有效。

### **Ethical commitment of conduct**

#### **道德行为承诺**

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

公司特此声明，公司可以访问以下 BIG 文件：

- Ethical Code of Conduct  
道德行为规范

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

- Criminal Compliance Policy  
刑事合规政策

<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. These documents regulate matters of major importance for BIG, meaning that the substantial breach of THE COMPANY of its content will shall give grounds for just cause of termination, reserving for BIG the right to claim THE COMPANY for the damages that may be derived from its violation.

公司特此声明，同意其条款和原则，承诺自身行为符合上述文件规定。上述文件规定了



对 BIG 具有重要意义的事项。公司严重违反上述文件内容将构成正当合理的解约事由，BIG 保留就违约可能造成的损失向公司提出索赔的权利。

In witness thereof, I hereby accept this in \_\_\_\_\_, on the \_\_\_ of \_\_\_\_\_ of 20\_\_.

本人于 201\_\_年\_\_月\_\_日在\_\_\_\_\_签署本承诺书，特此为证。

THE COMPANY

公司

(Signature and stamp)

(签章)