

Adherence to the Privacy Policy, Treatment of Personal data, Code of ethics and Criminal Compliance Policy

关于遵守隐私政策、个人数据处理政策、道德规范和刑事合规政策的声明

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 Compliance criminal Policy, as an indispensable requirement to carry out commercial operations with the companies of the group headed by Borges International Group, S.L.U.

本文件是一份单方面声明。作为与 **Borges International Group, S.L.U.** 集团下属各公司开展商业运营不可或缺的一项要求，签署人特此同意遵守 **BIG** 保密政策，已知晓 **BIG** 个人数据处理政策，并遵守道德规范和刑事合规政策。

Mr. or Ms. _____, 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:

_____ 先生/女士，代表 _____ (姓名或公司名称)，税号为 _____ (以下简称“公司”)，在签署本文件后即视为已知晓本文件内容，且有义务承担本文件所规定的与 BORGES INTERNATIONAL GROUP, SLU 及该集团下属公司相关的各项义务，集团下属公司列于附件 1，以下简称“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.

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

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.

保密信息包括：已被归类为专有或保密的所属信息；根据其性质必须视为专有或保密的任何信息；需以真诚和善意的态度披露或创建信息的情况下必须视为专有或保密的任何信息。

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

BIG 对从公司接收到的信息承担相同的保密义务。

(Signature and stamp)
(签章)

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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.

根据数据保护条例的规定，公司及其员工提供的个人数据将由 BIG 进行处理，用于合约关系的行政管理、会计和财务管理（包括人员招聘、付款管理和履行合同义务）。进行数据处理是履行合约关系所必需的，无需获得利益相关方的同意。同样，所提供的数据可能会为严格遵守法律义务之目的提供给公共行政部门、法院和特别法庭；为履行合约关系之目的提供给金融机构；以及为对招聘流程进行适当行政管理之目的提供给集团旗下的第三方公司。

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 和其全部或部分业务的分包公司处理，在任何情形下 BIG 均不对上述数据承担任何责任。

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.

个人数据可在合约关系期内和合约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 lopd@borges-big.com

利益相关方可通过向页眉处的地址去信或向 lopd@borges-big.com 发送邮件证实自身身份，行使相关规定确认的权利（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 将根据贵方提出请求时现行有效的数据保护法律规定对贵方请求予以管理。

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 确认，个人数据保护法律规定了在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，禁止传输个人数据。为此，BIG 承诺：

(Signature and stamp)

(签章)

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- 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 将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/>

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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 非常重要的事项。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 20__年__月__日在_____签署本承诺书，特此为证。

THE COMPANY

公司

(Signature and stamp)

(签章)

Annex I

附件 1

**Companies of the group headed by Borges International Group, S.L.U.
以 Borges International Group, S.L.U. 集团下属公司**

Amêndoas - Herdade da Palheta II, Ltd.
Amêndoas - Herdade da Palheta, Ltd.
BAIN - Mas de Colom, S.L.U.
BAIN Andalucía, S.L.U.
BAIN Extremadura, 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 Export Group, Inc.
Borges for Food Industries Egypt
Borges India Private Ltd.
Borges National USA, Corp.
Borges of California, Inc.
Borges Organic Olive Oil Company
Borges Tramier S.A.S.
Borges USA, Inc.
BSJ - Frutos Secos de Moura, S.A.
BSJ2 - Amêndoas de Moursa, S.A.
Capricho Andaluz, S.L.
Catering Distribution Services
Framaco, S.A.
OOO ITLV
Ortalli, S.P.A.
Société Borges Tunisie Export S.A.

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