

索迪斯约束性企业规则（Binding Corporate Rules, “BCR”）

处理者政策 Processor Policy



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In this document, “Sodexo” refers collectively to the Sodexo entities who have adhered to the Processor Policy of the Binding Corporate Rules (“BCR”) by signing an intra-group agreement (“Sodexo entity” or “Sodexo entities” or “Processor Policy members”)¹.

在本文件中，“索迪斯”是指通过签署集团内部协议遵守有约束力的公司章程（“BCR”）中处理者政策的索迪斯实体的统称（“索迪斯实体”或“索迪斯实体”或“处理者政策成员”）。

TARGET AUDIENCE:

目标服务对象:

All Sodexo employees (including new hires and any person acting on Sodexo’s behalf such as consultants and individual contractors.

所有索迪斯雇员（包括新雇员和任何代表索迪斯行事的人员，如顾问和独立承包商）。

ISSUED BY:

发布人:

Sodexo Group Legal Department (Global Data Protection Office)

索迪斯集团法律部（全球数据保护办公室）

VERSION:

版本:

1.0

1.0

REPLACES:

代替:

The Processor Policy of the Sodexo Binding Corporate Rules (“BCR”) supersedes all Sodexo data protection policies and notices that exist on the effective date to the extent they address the same issues and are not consistent with this policy.

索迪斯约束性企业规则（“BCR”）中的处理者政策取代所有在生效日存在的索迪斯数据保护政策和通知，只要它们涉及相同的问题，并且与本政策不一致。

EFFECTIVE DATE:

生效日期:

December 21st, 2023

1₁ Sodexo entity or Sodexo entities means any subsidiary of the Sodexo Group (i.e., entity or entities directly or indirectly controlled by or under common control with Sodexo SA, as defined by Article L. 233-3 of the French Commercial Code) bound with the Sodexo Binding Corporate Rules.

1₁索迪斯实体是指受有约束力的索迪斯公司章程约束的索迪斯集团的任何子公司（即由索迪斯股份有限公司直接或间接控制的实体，或与索迪斯股份有限公司处于共同控制之下的实体，定义见《法国商法典》第L.233-3条）。

2023 年 12 月 21 日

In the event of any discrepancies between the English version of this Policy and a translated version, the English version will prevail.

本政策的英文版本与翻译版本之间如有任何差异，以英文版本为准。

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General Introduction 总论



Introduction 导言

Sodexo has established a framework and a clear statement for Personal Data protection as part of the Sodexo Global Data Protection Compliance Program, namely the Sodexo's Binding Corporate Rules ("BCR" or "Sodexo BCR").

索迪斯为个人资料保护建立了一个框架和明确的声明作为索迪斯全球数据保护合规计划的一部分，即索迪斯约束性企业规则（“BCR”或“索迪斯 BCR”）。

The Sodexo's BCR are incorporated within the Sodexo's Business Integrity Code of Conduct. Under this code of conduct, all employees are all responsible and expected to respect and protect privacy and confidential information of their stakeholders, including job applicants, employees, clients, consumers/beneficiaries, suppliers/vendors, contractors/subcontractors, and other third parties, in accordance with applicable laws and regulations.

索迪斯 BCR 是索迪斯商业诚信行为准则的一部分。根据该行为准则，所有雇员均有责任尊重和保护其利益相关者的隐私和保密信息，利益相关者包括求职者、雇员、客户、消费者/受益人、供货商/卖方、承包商/分包商及其他第三方，根据适用的法律和法规。

The BCR consist of the two following policies with their appendices:

BCR 由以下两项政策及其附件组成：

- The Data Protection Binding Corporate Rules Controller Policy ("Controller Policy" or "BCR-C");

数据保护约束性企业规则控制者政策（“控制者政策”或“BCR-C”）；

- The Data Protection Binding Corporate Rules Processor Policy ("Processor Policy" or "BCR-P").

数据保护约束性企业规则处理者政策（“处理者政策”或“BCR-P”）。

The Sodexo's BCR have been created to establish Sodexo's approach to demonstrate, maintain and monitor compliance with the European² data protection law as set out in the General Data Protection Regulation (the "GDPR")³ across the Sodexo Group and, specifically to cross-border flows of Personal Data between the Sodexo entities.

² For the purpose of these BCR, reference to Europe means the EU/EEA and Switzerland and "EU" or "European" should be construed accordingly.

² 为本 BCR 之目的，提及的欧洲指欧盟/欧洲经济区和瑞士，“欧盟”或“欧洲人”应作相应解释。

³ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR").

³ 欧洲议会和理事会于 2016 年 4 月 27 日颁布的关于在处理个人数据时对自然人的保护和该等数据自由流动的条例（EU）2016/679，以及废止第 95/46/EC 号指令（一般数据保护条例）。

索迪斯制定 BCR 的目的是针对在索迪斯集团内，特别是索迪斯实体之间的个人资料跨境流动活动，确立索迪斯体现、保持和监控前述活动遵守欧洲数据保护法（General Data Protection Regulation，通用数据保护条例）（“GDPR”）的方法。

This Processor Policy applies to all Sodexo entities and their employees (including new hires) as well as any person acting on their behalf (consultants and individual contractors) and contains 26 Rules that Sodexo must comply with and respect when collecting and processing Personal Data as a Processor and also when they transfer data to controllers or processors within the Sodexo Group.

本处理者政策适用于所有索迪斯实体和他们的雇员（包括新雇员）以及任何代表他们行事的人（顾问和独立承包商），它包含 26 条规则，索迪斯在作为处理者收集和處理个人资料时，以及在他们将资料传送给索迪斯集团内的控制人员或处理人员时，必须遵守和尊重这些规则。

The capitalized terms which are used in this policy are defined in Appendix 1.

本政策中使用的专门术语定义在附件 1 中。

The Processor Policy will be published on the website accessible at www.sodexo.com.

处理者政策将在索迪斯的网站上公布。

What is the GDPR

什么是 GDPR

The GDPR gives people the right to control how their Personal Data is used.

GDPR 赋予人们控制其个人资料如何被使用的权利。

When Sodexo collects and processes the Personal Data of Sodexo's current, past and prospective job applicants, employees, clients, consumers/beneficiaries, suppliers/vendors, contractors/subcontractors, or any third parties, this activity is covered and regulated by the GDPR.

当索迪斯收集和處理索迪斯当前、过去和未来的求职者、雇员、客户、消费者/受益人、供货商、承包商/分包商或任何第三方的个人资料时，该活动受 GDPR 的管辖和监管。

Under the GDPR, Personal Data means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (“Personal Data”).

根据 GDPR，个人资料是指与已识别或可识别的自然人（“数据主体”）有关的任何信息；可识别的自然人是指能够被直接或间接识别的自然人，特别是通过参考诸如姓名、身份号码、位置数据、在线标识符之类的标识符，或者参考与该自然人的物理、生理、遗传、精神、经济、文化或社会身份相关的一个或多个因素（“个人资料”）来识别的自然人。

Any operation or set of operations which is performed by Sodexo on Personal Data collected from Data Subjects such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (“Processing” or “Personal Data Processing”), falls into the application of the GDPR.

索迪斯对从数据主体收集的个人信息执行的任何操作或一组操作，诸如收集、记录、组织、重组、存储、改编或改变、检索、咨询、使用、通过传输、传播或以其他方式提供的披露、调整或组合、限制、删除或销毁（“处理”或“个人资料处理”），都属于 GDPR 的适用范围。

GDPR distinguishes between the concepts of "controller" and "processor". The controller determines, alone or jointly with others, the purposes and the means of the Processing of Personal Data (“Controller”). The processor, on the other hand, processes Personal Data on behalf of the controller (“Processor”).

GDPR 区分了“控制者”和“处理者”的概念。控制者单独或与其他人联合确定个人资料处理的目的和手段（“控制者”）。另一方面，处理者代表控制者处理个人资料（“处理者”）。

Sodexo acts as a Controller in those matters in which Sodexo determines the purpose and means of processing data, and Sodexo acts as a Processor when it processes Personal Data under the documented instructions of the Controller of that data.

在索迪斯确定数据处理的目的和手段的情况下，索迪斯充当控制者，而在索迪斯根据数据控制者的书面指令处理个人资料时，索迪斯充当处理者。

Does the GDPR impact cross-border data flows of Personal Data within Sodexo?

GDPR 是否影响索迪斯内部个人资料的跨境数据流？

The GDPR applies not only to Sodexo entities established in the EU/EEA but also to Sodexo entities established outside of the EU/EEA if they either: (a) offer goods or services to EU Data Subjects; or (b) the Personal Data Processing which is carried out involves the monitoring of the behavior of EU Data Subjects.

GDPR 不仅适用于在欧盟/欧洲经济区设立的索迪斯实体，也适用于在欧盟/欧洲经济区以外设立的索迪斯实体，如果它们：（a）向欧盟数据主体提供商品或服务；或（b）所进行的个人资料处理涉及对欧盟数据主体行为的监控。

The GDPR does not allow the cross-border transfers of Personal Data to countries outside Europe that do not ensure an adequate level of data protection. Some of the countries in which Sodexo operates are not regarded - by the European Commission or the European Supervisory authorities as providing an adequate level of protection for fundamental rights and freedoms of natural persons in respect of processing activities.

GDPR 不允许将个人资料跨境传输至欧洲以外的不能确保充分数据保护水平的国家。欧盟委员会或欧洲监管机构认为索迪斯开展业务的一些国家没有为自然人在数据处理活动方面的基本权利和自由提供充分的保护水平。

What is the purpose and the scope of the Sodexo BCR?

索迪斯 BCR 的目的和范围是什么？

The purpose of these BCR is to provide a clear statement on the protection of Personal Data in order to provide for an adequate level of protection in compliance with the provisions of the GDPR for all Data Subjects.

BCR 的目的是对个人资料的保护提供一个明确的陈述，以便在符合 GDPR 规定的情况下，为所有的数据主体提供充分的数据保护水平。

The Processor Policy contains 26 Rules based on, and interpreted in accordance with the GDPR, that must be followed by all Sodexo employees (including new hires and any person acting on Sodexo's behalf such as consultants and individual contractors) of the Processor Policy members when handling Personal Data, irrespective of the country in which they are located.

处理者政策包含 26 条规则，这些规则基于 GDPR 并根据 GDPR 进行解释，所有作为处理者政策成员的索迪斯雇员（包括新雇员和任何代表索迪斯行事的人，例如顾问和独立承包商）在处理个人资料时必须遵守这些规则，无论他们位于哪个国家。

This Processor Policy addresses the Processing of all Personal Data of Sodexo's current, past and prospective clients, consumers/beneficiaries, as well as such Processing on behalf of a Client. 本处理者政策涉及对索迪斯当前、过去和未来客户、消费者/受益人的所有个人资料的处理，以及代表客户进行的此类处理。

The geographical scope of the Processor Policy is the following: the Processor Policy frames all flows of Personal Data processed by Sodexo on behalf of a Client for processing activities within the Group, whatever the origin of the Personal Data.

处理者政策的地理范围如下，处理者政策对索迪斯代表客户处理的、用于集团内处理活动的所有个人资料流程进行了构架，无论这些个人资料来自何处。

The material scope of the Processor Policy is described in Appendix 7. 本处理者政策的具体范围在附件 7 中进行了描述。

— The EU/EEA countries are the following:

欧盟/欧洲经济区国家如下：

- Austria
奥地利
- Belgium
比利时

- Bulgaria
保加利亚
- Cyprus
塞浦路斯
- Czech Republic
捷克共和国
- Denmark
丹麦
- Finland
芬兰
- France
法国
- Germany
德国
- Hungary
匈牙利
- Ireland
爱尔兰
- Italy
意大利
- Luxembourg
卢森堡
- Netherlands
荷兰
- Norway
挪威
- Poland
波兰
- Portugal
葡萄牙
- Romania
罗马尼亚
- Spain
西班牙
- Sweden
瑞典

■ The third-party countries are the following:

第三方国家如下：

- Algeria
阿尔及利亚

- Australia
澳大利亚
- Brazil
巴西
- Canada
加拿大
- Chile
智利
- China Mainland
中国大陆
- Colombia
哥伦比亚
- Costa Rica
哥斯达黎加
- India
印度
- Indonesia
印度尼西亚
- Israel
以色列
- Japan
日本
- Malaysia
马来西亚
- Mexico
墨西哥
- Morocco
摩洛哥
- Myanmar
缅甸
- New Zealand
新西兰
- Oman
阿曼
- Panama
巴拿马
- Peru
秘鲁
- Philippines
菲律宾
- Republic of Korea

大韩民国

- Singapore

新加坡

- South Africa

南非

- Sri Lanka

斯里兰卡

- Switzerland

瑞士

- Thailand

泰国

- Tunisia

突尼斯

- Turkey

土耳其

- Uruguay

乌拉圭

- UAE

阿拉伯联合酋长国

- UK

英国

- USA

美国

- Venezuela

委内瑞拉

- Vietnam

越南

What does this mean in practice for Personal Data collected and used in Europe?

这对于在欧洲收集和使用个人资料的实践意味着什么？

Data Subjects whose Personal Data is processed in any country by a Sodexo entity acting as a Processor and transferred within the Sodexo Group have rights to complain or obtain judicial remedies and appropriate redress and, where appropriate, receive compensation, as detailed in Rule 21 for any breach of the rules contained in the Processor Policy:

个人资料在任何国家被索迪斯实体作为处理者处理并在索迪斯集团内转移的数据主体有权投诉或获得司法补救和适当补偿，并在适当情况下获得赔偿，具体参见规则 21，如违反处理者政策中的任何规则：

- (i) which are directly enforceable against the Processor (duty to respect the instructions from the Controller, duty to implement appropriate technical and organizational security measures, duty to respect the conditions when engaging a subprocessor, duty to cooperate with and assist the Controller in complying and demonstrating compliance with the GDPR, easy access to BCR, transparency on where the legislation prevents the respect of BCR, right to complain through internal complaint mechanisms, liability and cooperation duties with Supervisory Authorities); and, 可直接针对处理者强制执行的义务（尊重控制者指令的义务、实施适当的技术和组织安全措施的义务、尊重聘用子处理者时的条件的义务、配合和协助控制机构遵守和证明符合 GDPR 的义务、访问 BCR 的便利条件、立法禁止遵守 BCR 的领域的透明度、通过内部投诉机制进行投诉的权利、责任和与监管机构合作的义务）；以及
- (ii) which are enforceable against the Processor in case the Data Subject is not able to bring a claim against the Controller (duty to respect the BCR, third-party beneficiary rights, liability and burden of proof with Sodexo and not the Data Subject, easy access to the BCR and transparency, complaint handling, cooperation with Supervisory Authorities, list of entities bound by the BCR, duty to cooperate with the Controller, transparency on where the legislation prevents Sodexo from complying with the BCR and Data Protection principles). 在资料主体无法向控制机构提出索赔时，可针对处理者强制执行的义务（尊重 BCR 的义务、第三方受益权利、索迪斯而非数据主体承担的责任和举证责任、访问 BCR 的便利条件及透明度、投诉处理、与监管机构的合作、受 BCR 约束的实体名单、与控制者合作的义务、立法禁止索迪斯遵守 BCR 和数据保护原则的领域的透明度）。

Data Protection roles

数据保护职责

Sodexo's Group Data Protection Officer, together with the Global Data Protection Office and the network of Local Single Data Protection Points of Contact ("Global Data Protection Network) are entrusted with duties on monitoring internal compliance with the Processor Policy and any other underlying policies and procedures.

索迪斯的集团数据保护官、全球数据保护办公室和本地单一数据保护联络人网络（“全球数据保护网络”）被授予监控内部遵守控制者政策以及任何其他基本政策和程序的职责。

Business owners (designated as Data Protection champions in the business functions, services operations and segments), and IT applications owners are responsible for overseeing compliance with this policy by the Sodexo entities within their own perimeter and on a day-to-day basis.

业务所有者（在业务部门、服务运营和领域被指定为数据保护总领人）和 IT 应用所有者有责任监督索迪斯实体在其管辖范围内遵守本政策的日常情况。

Further information

进一步信息

Sodexo SA, as French-based multinational company, is one of the central entities of the Sodexo Group who applied, for itself and on behalf Sodexo entities of the Sodexo Group, for the approval from the competent Supervisory Authority, i.e. the French authority (Commission Nationale de l'Informatique et des Libertés or CNIL; www.cnil.fr).

索迪斯股份有限公司（Sodexo SA）是一家总部设在法国的跨国公司，是索迪斯集团的核心实体之一，该公司为其自身和索迪斯集团的各实体向主管监管机构（Commission Nationale de l'Informatique et des Libertés 或 CNIL; www.cnil.fr）申请批准。

If you have any questions regarding the provisions of the Processor Policy, your rights under this policy or any other data protection issues you may contact Sodexo's Group Data Protection Officer who will either deal with the matter or forward it to the relevant Local Single Data Protection Points of Contact or Business owners or IT owners within Sodexo at the following address:

如果您对本控制者政策的条款、您在本政策下的权利或任何其他数据保护问题有任何疑问，您可以联系索迪斯的集团数据保护官，其将负责处理或转交给索迪斯的相关本地单一数据保护联络人或业务所有者或 IT 所有者，具体地址如下：

Group Data Protection Officer 集团数据保护官：

e-mail 电子邮件: dpo.group@sodexo.com

Address 地址：

Group Data Protection Officer 集团数据保护官

Group Legal team 集团法务团队

Sodexo SA 索迪斯股份有限公司

255 quai de la Bataille de Stalingrad

92300, Issy-les-Moulineaux

France 法国

The Group Data Protection Officer is responsible for ensuring that changes to this Processor Policy are notified to the Sodexo entities and to individuals whose Personal Data is processed by Sodexo via the Sodexo website at www.sodexo.com.

集团数据保护官负责确保通过索迪斯网站 www.sodexo.com，将本处理者政策的变更通知索迪斯各实体和其个人资料由索迪斯处理的个人。

02

The Rules 规则



The rules of the Processor Policy are divided into two Sections:
处理者政策的规则分为两部分：

- Section A addresses the Data Protection Rules that Sodexo must observe when it collects and processes Personal Data.
A 部分阐述了索迪斯在收集和处理个人资料时必须遵守的数据保护规则。
- Section B deals with the practical commitments made by Sodexo to the European Supervisory authorities to ensure the Processor Policy bindingness and effectiveness.
B 部分阐述了索迪斯向欧洲监管机构做出的切实承诺，以确保处理者政策的约束力和有效性。

Section A

A 部分

RULE 1 - COMPLIANCE WITH THE BCR, THE GDPR AND APPLICABLE LOCAL LAW

规则 1 - 遵守 BCR, GDPR 和适用的当地法律

RULE 1.A - Sodexo complies first and foremost with the provisions of the Processor Policy, set out in accordance with the GDPR and applicable local law, that would require a higher level of protection for Personal Data, where it exits.

规则 1.A - 索迪斯首先遵守根据 GDPR 和适用的当地法律制定的处理者政策的条款，这将要求在存在个人资料的地方对其提供更高级别的保护。

Sodexo complies with the provisions of the Processor Policy, set out in accordance with the GDPR and applicable local law where it exits.

索迪斯遵守根据 GDPR 和适用的当地法律制定的处理者政策的条款。

Where the applicable local law requires a higher level of protection for Personal Data than the GDPR, such applicable local law takes precedence over the Processor Policy.

当适用的当地法律对个人资料的保护级别要求高于 GDPR 时，该适用的当地法律优先于处理者政策。

Where there is no specific law or where this law does not meet the standards set out by the BCR, Sodexo's position is to process Personal Data adhering to the Processor Policy.

当没有特定的法律或该法律不符合 BCR 规定的标准时，索迪斯的立场是遵守处理者政策处理个人资料。

RULE 1.B - Sodexo cooperates and assists Controllers to comply with their obligations under the GDPR and applicable local law, if any, that would require a higher level of protection for Personal Data, in a reasonable time and to the extent reasonably possible.

规则 1.B - 索迪斯在合理的时间内，在合理可能的范围内，配合并协助控制者遵守 GDPR 和适用的当地法律规定的义务（如有），以提高个人资料的保护级别。

Sodexo, within a reasonable time and to the extent reasonably possible, as required under its contractual obligations or other binding documents with a Controller (a Client), co-operates with and assists the Controller (a Client) in the Controller's efforts to comply with the GDPR and applicable local law.

索迪斯在合理的时间内，在合理可能的范围内，按照其与控制者（客户）之间的合同义务或其他具有约束力的档的要求，配合并协助控制者（客户）努力遵守 GDPR 和适用的当地法律。

RULE 2 - ENSURING LAWFULNESS, FAIRNESS AND TRANSPARENCY

规则 2：确保合法性、公正性和透明度

RULE 2.A - Sodexo assists the Controller to comply with its obligations of lawfulness, fairness and transparency.

规则 2.A - 索迪斯协助控制者遵守其合法、公正和透明的义务。

Sodexo provides assistance to the Controller (a Client) upon request.

索迪斯应控制者（客户）的请求向其提供协助。

Sodexo also assists and cooperates with the Controller to respond to Data Subject's requests and complaints (see Rules 25 and 17), to inform the other parties involved in the Personal Data Processing as appropriate so that Data Subjects' Personal Data is accurate and kept up to date (see Rule 5) and to reply to any investigation or inquiry from the Supervisory Authorities.

索迪斯还协助并配合控制者处理数据主体的请求和投诉（见规则 25 和 17），酌情通知参与个人资料处理的其他各方，以确保数据主体的个人资料准确并及时更新（见规则 5），并答复监管机构的任何调查或询问。

RULE 2.B – Sodexo collects and processes Personal Data only on behalf and in accordance with the instructions of the Controller.

规则 2.B – 索迪斯仅代表控制者并按照其指示收集和处理个人资料。

Sodexo only collects and processes Personal Data on behalf of and in accordance with (lawful) documented instructions received from the Controller (a Client), as specified in the service agreement, contract and any other binding document with the Controller (a Client).

索迪斯仅代表控制者（客户）并按照从控制者（客户）收到的（合法）有档证明的指示收集和处理个人资料，如与控制者（客户）签订的服务协议、合同或任何其他具有约束力的档中所规定的。

If Sodexo is unable to comply with this Rule, Sodexo promptly informs the Controller. In such case, the Controller is entitled to terminate the contractual relationship with Sodexo to the extent related to the Personal Data Processing, subject to the conditions set out in the service agreement, contract or any relevant other binding document with the Controller (a Client). If the Personal Data Processing conditions are likely to change during the performance of the services provided by Sodexo, Sodexo informs the Controller who will have the possibility to object to the change or to terminate the contract or any other binding document concerned prior to the implementation of such change.

如果索迪斯无法遵守本规则，索迪斯立即通知控制者。在此情况下，控制者有权根据与控制者（客户）签订的服务协议、合同或任何其他具有约束力的档中所载的条件，在与控制者（客户）签订的服务协议、合同或任何其他具有约束力的档的范围内，终止与索迪斯之间与个人资料处理有关的合同关系。如果在索迪斯提供服务的过程中，个人资料处理的条件有可能发生变化，索迪斯会通知控制者，控制者有权在实施该等变化之前反对该等变化或终止合同或任何其他具有约束力的档。

RULE 3 - ENSURING PURPOSE LIMITATION

规则 3 – 确保目的限制

RULE 3 - Sodexo processes Personal Data on behalf of the Controller for a known, relevant and legally grounded purpose determined by the Controller.

规则 3 – 索迪斯代表控制者根据控制者确定的已知、相关和有法律根据的目的处理个人资料。

Personal Data is processed by Sodexo on behalf of the Controller, for specified, explicit and legitimate purposes as instructed by Controller and not further processed in a manner that is incompatible with those purposes, including regarding transfers of Personal Data to a third country, unless required to do so by GDPR or applicable local law to which Sodexo as Processor is subject and that requires a higher level of protection for Personal Data. In such a case, Sodexo informs

the Controller of that legal requirement before the processing takes place, unless the law prohibits such information on important ground of public interest. In other cases, if Sodexo as a Processor cannot provide such compliance for whatever reasons, it agrees to inform promptly the Controller of its inability to comply, in which case, the Controller is entitled to suspend the transfers of Personal Data at stake and/or terminate the contract or any other binding document.

索迪斯代表控制者按照控制者指示的特定、明确和合法的目的处理个人资料，不得以与该等目的不兼容的方式进行进一步处理，包括将个人资料转移至第三国，除非 GDPR 或索迪斯作为处理者须遵守的适用的本地法律要求，或对个人资料提出了更高级别的保护要求。在此情况下，索迪斯在处理个人资料前会将该法律要求告知控制者，除非该法律基于公共利益的重大理由禁止告知该等信息。在其他情况下，如果索迪斯作为处理者因任何原因无法遵守该等要求，索迪斯同意立即将其无法遵守该等要求的情况告知控制者，控制者有权中止相关个人资料的转移和/或终止合同或任何其他具有约束力的档。

RULE 4 - ENSURING DATA MINIMIZATION

规则 4- 确保数据最小化

RULE 4 - Sodexo processes only Personal Data which is relevant and required for the performance of the services.

规则 4：索迪斯仅处理与履行服务所需相关的个人资料。

Sodexo identifies the minimum amount of Personal Data that is required in order to properly fulfil the purposes of the services as set out in the service agreement, contract and any other binding document entered into with the Controller (a Client).

索迪斯确定了与控制者（客户）订立的服务协议、合同或任何其他具有约束力的档中所载列的服务目的所需的最低数量的个人资料。

RULE 5 - ENSURING ACCURACY

规则 5- - 确保准确性

RULE 5 - Sodexo assists the Controller to keep Personal Data accurate and, where necessary, up to date.

规则 5：索迪斯协助控制者保持个人资料的准确性，并在有需要时保持为最新数据。

Sodexo and its subprocessors (if any) act upon the instructions of the Controller (a Client) in order to assist the Controller to comply with its obligation to keep Personal Data accurate and, where necessary, up to date, in order to have the Personal Data updated, corrected or deleted.

索迪斯及其子处理者（如有）根据控制者（客户）的指示行事，以协助控制者履行其保持个人资料准确性的义务，并在有需要时保持为最新数据，以便更新、更正或删除个人资料。

Sodexo, acting as a Processor, informs each Sodexo entity to whom the Personal Data has been disclosed of any rectification or deletion of Personal Data.

索迪斯作为处理者，将个人资料的任何更正或删除通知收到个人资料披露的每一家索迪斯实体。

When required to do so, upon instruction from a Controller, as required under the provisions of its contract or other binding document with that Controller, Sodexo and its subprocessors (if any) shall execute the necessary measures in order to have the Personal Data deleted or anonymized from the moment the identification form is not necessary anymore.

在被要求这样做时，索迪斯及其子处理者（如有）应根据控制者的指示，按照其与控制者之间的合同或其他具有约束力的档的规定，采取必要的措施，在不再需要个人资料识别表之时起，将个人资料删除或匿名化处理。

Sodexo, acting as a Processor, informs each Sodexo entity to whom the Personal Data has been disclosed of any deletion or anonymization of data.

索迪斯作为处理者，将个人资料的任何删除或匿名化处理通知收到个人资料披露的每一家索迪斯实体。

RULE 6 - ENSURING STORAGE LIMITATION

规则 6 – 确保存储限制

RULE 6 - Sodexo assists the Controller to keep Personal Data for as long as necessary.
规则 6: 索迪斯协助控制者保存个人资料。

Personal Data is always kept and/or erased and/or anonymized under the instructions of the Controller (provided such instructions do not conflict with applicable local laws) and in line with the Sodexo Global Data Collection and Data Retention Policy (Appendix 2). Sodexo disposes of Personal Data only in a secure manner in accordance with the Group Information & Systems Security Policy⁴.

始终根据控制者的指示（前提是该等指示不与适用的本地法律相冲突）并符合索迪斯全球数据收集和数据保存政策（附件二），对个人资料进行保存和/或删除和/或匿名化处理。索迪斯仅根据集团信息与系统安全政策以安全方式处理个人资料。

On termination of the provision of the services relating to the Personal Data Processing, Sodexo as Processor and its subprocessors (if any), at the choice of the Controller, delete, anonymize or return all the Personal Data transferred and the copies thereof to the Controller that it has done so, unless applicable local law, for instance EU/EEA legislation, requires storage of the Personal Data transferred. In that case, Sodexo informs the Controller and warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.

在与个人资料处理有关的服务提供终止时，索迪斯作为处理者及其子处理者（如有）应按控制者的选择，删除、匿名化处理或返还所有已传输的个人资料及其复印件，除非适用的本地法律（例如欧盟/欧洲经济区法律）要求存储已传输的个人资料。在此情况下，索迪斯通知控制者并保证其将保证已传输的个人资料的保密性且将不会再主动处理已传输的个人资料。

RULE 7 - TAKING APPROPRIATE TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

规则 7 - 采取合适的技术和组织安全措施

RULE 7.A - Sodexo adheres to the Sodexo Group Information & Systems Security Policy and puts in place the technical and organizational measures as specified in the service agreement, contract and any other binding document with the Controller in compliance with the Controller's applicable local law.

规则 7. A-索迪斯遵守索迪斯集团信息与系统安全政策，并按照控制者适用的本地法律，采取与控制者订立的服务协议、合同或任何其他对控制者有约束力的档中规定的技术和组织措施。

⁴ Internal document

4内部文件

Sodexo complies with the requirements contained in the Sodexo Group Information & Systems Security Policy⁵ as revised and updated from time to time, together with any other security, integrity and confidentiality measures relevant to a business area or function as well as with technical and organizational security measures specified in the contract or any other binding document with the Controller (a Client) that will protect Personal Data against accidental or unlawful destruction or loss, alteration, unauthorized disclosure or access, in addition to the Controller's applicable local law.

索迪斯遵守索迪斯集团信息与系统安全政策（经不时修订及更新）的规定，以及与业务领域或功能有关的任何其他安全、完整性及保密性措施，并遵守与控制者（客户）订立的合同或任何其他对客户有约束力的档中规定的技术和组织安全措施，以保护个人资料免受意外或非法的破坏或损失、更改、未经授权的披露或访问，以及控制者适用的本地法律。

Depending on the nature of the Personal Data Processing, these technical and organizational measures may include encryption of the Personal Data, on-going reviews of security measures, redundancy and back-up facilities, and regular security testing.

视个人资料处理的性质而定，这些技术和组织措施可能包括对个人资料的加密、对安全措施的持续审查、冗余和备份设施以及定期的安全测试。

RULE 7.B - Sodexo appoints a subprocessor within the Group or externally with the prior general or specific written authorization of the Controller and according to commitments similar to those set out in the contract with the Controller and in the Processor Policy.

规则 7. B-索迪斯事先经控制者一般或专门书面授权，并根据与控制者订立的合同及处理者政策中所列承诺相类似的承诺，在集团内部或外部指定一名子处理者。

Sodexo ensures that the subprocessing of Personal Data within the Group and/or onward transfers to external subprocessors, are performed with the prior general or specific informed written authorization of the Controller in accordance with its instructions (e.g., general or specific authorization, notification of change, possibility to object any change or terminate the contract) with regard to the appointment of subprocessors as set out under the provisions of the service agreement, contract or any other binding document and is strictly relevant to the purpose of the performance of the services.

索迪斯确保，在集团内部进行的个人资料子处理和/或向外部子处理者的向前传输，是根据服务协议、合同或任何其他对子处理者的指定方面的指令（例如，一般或专门授权、变更通知、反对任何变更或终止合同的可能性），事先经控制者一般或专门书面授权后执行的，且严格与执行服务的目的相关。

5s Internal document

5内部文件

In case of subprocessing within the Group, Personal Data may be subprocessed by other Sodexo entities bound by the BCR only with the prior informed⁶ specific or general written authorization of the Controller.

在集团内部进行子处理的情况下，只有经控制者事先通知的专门或一般书面授权，个人资料才可由受 BCR 约束的索迪斯其他实体进行子处理。

Sodexo ensures that up-to-date information regarding its appointment of subprocessors is available to the Controller in accordance with the contractually agreed instructions of the Controller.

索迪斯确保，控制者可根据合同约定的控制者指令，向其提供关于其指定子处理者的最新信息。

Where the Controller agrees to the appointment of subprocessors, those subprocessors will be appointed according to commitments similar to those set out in the contract between Sodexo and the Controller, and in any case in accordance with Rule 7.B and the Processor Policy.

控制者同意指定子处理者的，将根据与索迪斯与控制者订立的合同中所列承诺相类似的承诺，并在任何情况下都应根据规则 7. B 和处理者政策指定这些子处理者。

RULE 7.C - Sodexo notifies any Personal Data Breach to the Controller without undue delay in accordance with the conditions agreed under the contract or any other binding document.

规则 7. C-索迪斯根据合同或任何其他有约束力的文件项下约定的条件，毫不延误地向控制者通知任何个人资料泄露情况。

Sodexo notifies any Personal Data Breach to the Controller within the period of time agreed with the Controller of becoming aware of it and in any case without undue delay.

索迪斯在与控制者约定的获悉个人资料泄露情况的期限内，且在任何情况下毫不延误地向控制者通知任何个人资料泄露情况。

Sodexo assists the Controller in the identification of the nature of the Personal Data Breach, the likely consequences of the Personal Data Breach, the measures to be proposed or to be taken to address the Personal Data Breach and with any other requests of assistance from the Controller in accordance with the contractually agreed instructions of the Controller.

索迪斯协助控制者识别个人资料泄露的性质、个人资料泄露可能造成的后果、拟为处理个人资料泄露拟采取或拟采取的措施，以及根据合同约定的控制者指令，向控制者提出的任何其他协助请求。

In addition, the subprocessors (if any) have the duty to inform Sodexo acting as a Processor as well as the Controller without undue delay.

此外，子处理者（如有）有义务毫不延误地通知作为处理者的索迪斯和控制者。

⁶ Information on the main elements (parties, countries, security, guarantees in case of international transfers, with the possibility to get a copy of the contract used).

6关于主要内容的信息（当事方、国家、安全、国际转移情况下的保证，并可得到所用合同的副本）。

RULE 7.D - Sodexo ensures that Personal Data processed on behalf of the Controller is kept confidential.

规则 7. D-索迪斯确保对代表控制者处理的个人资料予以保密。

Sodexo ensures that any Personal Data that it processes is kept confidential.
索迪斯确保对其处理的任何个人资料予以保密。

Sodexo ensures that all persons authorized to process the Personal Data are committed to comply with an appropriate obligation of confidentiality.
索迪斯确保所有被授权处理个人资料的人员承诺遵守适当的保密义务。

RULE 8 - SAFEGUARDING THE USE OF SENSITIVE PERSONAL DATA AND OTHER SPECIAL CATEGORIES OF PERSONAL DATA
规则 8 – 个人敏感数据和其他特殊类别个人资料的防护

RULE 8 - Sodexo processes the Sensitive Personal Data and other special categories of Personal Data only in compliance with the Controller's lawful written and documented instructions and do not further process such data for other purposes.

规则 8-索迪斯仅按照控制者的合法书面指示处理敏感个人资料和其他特殊类型个人资料，并不为其他目的进一步处理该等数据。

Sodexo processes Sensitive Personal Data and other Special Categories of Personal Data only in compliance with Controller's lawful instructions and do not further process them for other purposes.

索迪斯仅按照控制者的合法指示处理敏感个人资料和其他特殊类型个人资料，并不为其他目的进一步处理该等数据。

If Sodexo cannot process such Personal Data in compliance with the Controller's instructions, it promptly informs the Controller of its inability to comply, in which case, the Controller will be entitled to terminate the contractual relationship with Sodexo while complying with the instructions of the Controller regarding the return, the anonymization and the destruction of Personal Data in accordance with Rule 6.

如果索迪斯无法按照控制者的指示处理该等个人资料，则索迪斯立即通知控制者其无法遵守指示。在该等情况下，控制者有权在遵守控制者根据规则 6 作出的关于个人资料的返还、匿名化和销毁的指示的同时，终止与索迪斯的合同关系。

RULE 9 - KEEPING RECORDS OF DATA PROCESSING ACTIVITIES

规则 9 – 保存数据处理活动的记录

RULE 9 - Sodexo keeps records of all categories of processing activities carried out on behalf of the Controller.

规则 9-索迪斯保存代表控制者进行的所有类型的数据处理活动的记录。

Sodexo keeps records of its processing activities performed on behalf of the Controller, including a general description of the security measures implemented in respect of the Personal Data processed on behalf of the Controller.

索迪斯保存代表控制者进行的数据处理活动的记录，包括就代表控制者处理的个人资料所实施的安全措施的总体描述。

These records include, in accordance with Article 30(2) of the GDPR the following:

根据 GDPR 第 30 (2) 条，这些记录包括以下内容：

- (i) the name and contact details of the Sodexo entity acting Processor and of each controller on behalf of which the Sodexo entity is acting, and of the Data protection officer;
担任处理者的索迪斯实体、索迪斯实体所代表的各控制者及数据保护官的名称和联系方式；
- (ii) the categories of processing carried out on behalf of each Controller;
代表各控制者进行的数据处理类别；
- (iii) where applicable, cross-border transfers of Personal Data to a third country, including the identification of that third country and, in the case of transfers to third-party countries that are not recognized as adequate countries, the documentation of suitable safeguards;
在适用的情况下，向第三国的跨境传输个人资料，包括对第三国的确认，如果向不是适当国家的第三方传输个人资料，则包括适当的安全保障措施的档；
- (iv) where possible, a general description of the technical and organizational security measures referred to in Article 32(1) of the GDPR, to ensure a level of security appropriate to the risk, including inter alia as appropriate:
在可能的情况下，GDPR 第 32 (1) 条提及的技术和组织安全措施的总体描述，以确保与风险相适应的安全水平，在其他情况下包括：
 - a. the pseudonymization and encryption of Personal Data;
个人资料的假名和加密；

- b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
确保数据处理系统和服务持续的保密性、完整性、可用性和恢复力的能力；
- c. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
在发生物理或技术事故时，及时恢复个人资料的可用性和访问权的能力；
- d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
定期测试、评估和评价技术和组织措施有效性的程序，以确保数据处理的安全性。

Upon request, these records will be disclosed to the relevant Supervisory Authorities or to the Controller.

经要求，这些记录将向相关监管机构或控制者披露。

Sodexo as a Processor makes available to the Controller all information necessary to demonstrate compliance with their respective obligations and allows for and contributes to audits, including inspections conducted by the Controller or another mandated by the Controller. In addition, Sodexo immediately informs the Controller if in its opinion any instructions infringe the GDPR or any other applicable local law.

索迪斯作为处理者向控制者提供所有必要的信息，以证明其各自的义务得到遵守，并允许和提供资金进行审计，包括由控制者或控制者授权的其他人员进行的检查。此外，如果索迪斯认为任何指令违反了 GDPR 或任何其他适用的本地法律，索迪斯将立即通知控制者。

RULE 10 - HONOURING DATA SUBJECTS RIGHTS

规则 10 – 尊重数据主体权利

RULE 10 - Sodexo assists the Controller to respond to the Data Subjects' Rights.
规则 10 - 索迪斯协助控制者响应数据主体的权利。

The Sodexo and its subprocessors (if any) execute any appropriate technical and organizational measures, insofar as this is possible, when asked by a Controller, for the fulfillment of the Controller's obligations to respond to requests for exercising the Data Subjects rights, including, to the extent legally permitted by EEA/EU legislation, by promptly notifying the Controller if it receives a request from a Data Subject for access to, rectification, erasure, restriction, portability, objection to that individual's Personal Data Processing.

索迪斯及其子处理者（如果有）在控制者提出要求时，在可行的范围内，采取任何适当的技术和组织措施，以履行控制者对行使数据主体权利的要求作出响应的义务，包括在欧洲经济区/欧盟法律允许的范围内，如果索迪斯收到数据主体提出的关于访问、更正、删除、限制、可携带、反对个人资料处理的要求，立即通知控制者。

Sodexo does not respond to any such Data Subject request without the Controller's prior written consent.

未经控制者事先书面同意，索迪斯不会对任何该等数据主体的要求作出响应。

Sodexo provides the Controller with cooperation, assistance and useful information in relation to a Data Subject's request in order to help the Controller to comply with the duty to respect the rights of the Data Subjects, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use for the services provided by Sodexo or its subprocessors (if any).

在法律允许的范围内，如果控制者无法通过索迪斯或其子处理者（如果有）提供的服务而访问该等个人资料，索迪斯应控制者的要求向控制者提供合作、协助和有用的信息，以说明控制者履行尊重数据主体权利的义务。

If Sodexo has been instructed by the Controller to provide a generic email address to allow the Data Subjects to exercise their rights, Sodexo could be further directly contacted by the concerned Data Subjects, provided that the Controller has provided the relevant information to the Data Subjects in accordance with the GDPR.

如果控制者要求索迪斯提供通用电子邮件地址以允许数据主体行使其权利，相关数据主体可进一步直接联系索迪斯，前提是控制者已根据 GDPR 向数据主体提供了相关信息。

The Data Subject has the right to lodge a complaint with the Supervisory Authority and to lodge a complaint to the courts in accordance with Rule 17 of the Processor Policy.

根据处理者政策的规则 17，数据主体有权向监管机构提出投诉，并向法院提出申诉。

RULE 11 - COMPLYING WITH AUTOMATED INDIVIDUAL DECISION-MAKING AND PROFILING CONDITIONS AND IMPLEMENTING THE SUITABLE SAFEGUARDS

规则 11-遵守个人自动决策和用户画像条件并实施适当的保障措施

Rule 11 is not applicable to Processors.
规则 11 不适用于处理者。

RULE 12 - TRANSPARENCY AND DATA SUBJECT'S INFORMATION

规则 12 - 透明度和数据主体的信息

RULE 12 - Sodexo makes the Processor Policy readily available to the Controller.
规则 12 - 索迪斯向控制者提供处理者政策。

The Processor Policy is made available to the Data Subjects on the Sodexo's official website. In addition, the Global Data Protection Policy (Appendix 5) includes a dedicated schedule on the third-party beneficiary rights.

数据主体可在索迪斯的官方网站上获得处理者政策。此外，《全球数据保护政策》（附录 5）包括关于第三方受益权的专门附表。

The Processor Policy is also available and enforceable to the Controller as it will be included by reference in the data processing agreements entered into with the Clients or any other binding document. The data processing agreement or any other binding document entered into with the Clients contains (i) the commitment of the Controller that if the transfer involves special categories of data, the Data Subject has been informed or will be informed before the transfer that his data could be transmitted to a third country not providing adequate protection; (ii) the commitment of the Controller to inform the data subject about the existence of processors based outside of EU and of the BCR; (iii) the commitment of the Controller to make available to the Data Subjects upon request a copy of the BCR and of data processing agreement or any other binding document.

控制者也可获得和执行处理者政策，因为其将以引用方式包括在与客户签订的数据处理协议或任何其他具有约束力的档中。与客户签订的数据处理协议或任何其他具有约束力的档包含：（i）控制者承诺，如果传输涉及特殊类别的数据，则在传输之前已告知或将告知数据主体，其数据可能被传输到不提供充分保护的第三国；（ii）控制者承诺，告知数据主体存在位于欧盟和 BCR 之外的处理者；（iii）控制者承诺，应请求向数据主体提供 BCR 和数据处理协议或任何其他具有约束力的档的副本。

RULE 13 - ENSURING ADEQUATE PROTECTION FOR CROSS TRANSFERS OF PERSONAL DATA

规则 13 – 确保个人资料跨境传输的充分保护

RULE 13 - Sodexo does not transfer Personal Data to third parties outside the EU/EEA without ensuring adequate protection for the Personal Data transferred.

规则 13-如果索迪斯未确保对传输的个人资料提供充分保护，则不得向欧盟/欧洲经济区之外的第三方传输个人资料。

When the transfer of Personal Data is made to a third party, the Sodexo entity transferring the Personal Data as Processor:

当向第三方传输个人资料时，传输个人资料的索迪斯实体作为处理者：

- obtains the Controller's prior consent for such transfer to a third party;
事先获得控制者同意向第三方传输个人资料；
- ensures in a written service agreement, contract or any other binding document such as a data processing agreement with the third party that said third party commits in writing to provide sufficient guarantees in compliance with GDPR and the EDPB guidelines;
在与第三方的书面服务协议、合同或任何其他具有约束力的文件（如数据处理协议）中，确保第三方以书面形式承诺提供符合 GDPR 和 EDPB 指南要求的充分担保；
- signs module 3 of the European Commission standard contractual clauses⁷ (transfers between Processors), and if necessary, implements supplementary measures as needed in accordance with Schrems II.
签署欧盟委员会标准合同条款（处理者之间的传输）的模块 3，如有必要，根据 Schrems II 实施必要的补充措施。

⁷ Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council

7委员会根据欧洲议会和理事会第 2016/679 号条例，执行 2021 年 6 月 4 日关于向第三国传输个人数据的标准合同条款的（EU)2021/914 号决定。

RULE 14 - EMBRACING PRIVACY BY DESIGN AND BY DEFAULT 规则 14-通过设计和预设方式保护隐私

RULE 14 - Sodexo assists the Controller in implementing appropriate technical and organizational measures to comply with data protection principles and facilitate privacy by design and by default.

规则 14 - 索迪斯协助控制者实施适当的技术和组织措施，以遵守数据保护原则，并通过设计和预设方式促进隐私保护。

Sodexo assists the Controller in implementing appropriate technical and organizational measures to comply with data protection principles and facilitate privacy by design and by default
索迪斯协助控制者实施适当的技术和组织措施，以遵守数据保护原则，并通过设计和预设方式促进隐私保护。

RULE 15 - CONDUCTING DATA PROTECTION IMPACT ASSESSMENT (DPIA) 规则 15 - 进行数据保护影响评估 (DPIA)

RULE 15 - Sodexo assists the Controller to conduct the required Data Protection Impact Assessments.

规则 15 - 索迪斯协助控制者开展所需的数据保护影响评估。

In accordance with Articles 35 and 36 and Recital 95 of the GDPR, Sodexo provides a reasonable assistance as set forth in the service agreement, contract or any other binding document with the Controller to make available the information related to the Processing of Personal Data it handles on behalf of the Controller, to ensure the Controller's compliance with the obligations deriving from the carrying out of DPIAs and from prior consultation of the supervisory authority, where necessary and upon request.

根据 GDPR 第 35 条和第 36 条以及第 95 条，索迪斯根据与控制者签订的服务协议、合同或任何其他具有约束力的档提供合理协助，提供其代表控制者处理的与个人资料处理相关的信息，以确保控制者履行因执行 DPIA 和在必要时应要求事先与监管机构协商而产生的义务。

Section B

B 部分

RULE 16 - TRAINING AND AWARENESS

规则 16 – 培训和宣传

RULE 16 - Sodexo provides training to employees who have permanent or regular access to Personal Data and/or who are involved in the collection of Personal Data or in the development of tools used to process Personal Data on behalf of the Controller.

规则 16 – 索迪斯向可以永久或定期接触个人资料的雇员和/或参与收集个人资料或参与开发代表控制者处理个人资料的工具的雇员提供培训。

A comprehensive training program

全面的培训计划

To make the Processor Policy enforceable and effective, the Global Data Protection Office has implemented a comprehensive training program which explains the principles governing the Processing of Personal Data under this Policy.

为使处理者政策具有可执行性和有效性，全球数据保护办公室实施了一项全面的培训计划，以解释根据该政策处理个人资料的原则。

A general module is intended to provide foundational training materials on Data Protection principles to all Sodexo employees whereas specific modules are intended for Sodexo entities' employees who have permanent or regular access to Personal Data and/or are involved in the collection of Personal Data or in the selection or development of tools used to process Personal Data. In addition, employees within a Sodexo entity should be made aware of their obligations to comply with Sodexo Data Protection policies under the Sodexo Business Integrity Code of Conduct⁸.

一个一般模块旨在为索迪斯所有员工提供关于数据保护原则的基础培训材料，而特定模块旨在为长期或定期接触个人资料和/或参与个人资料收集或选择或开发用于处理个人资料的工具的索迪斯实体员工提供培训。此外，索迪斯实体的雇员应了解其在《索迪斯商业诚信行为准则》项下有义务遵守索迪斯数据保护政策。

⁸ Internal Document

⁸内部文件

The modules are updated regularly to better reflect Sodexo's activities and make employees understand how to deal with Personal Data protection in their day-to-day professional life.

该模块应定期更新以更好地反映索迪斯的活动，并使员工了解如何在其日常职业生活中处理个人资料保护。

In addition, Local Single Data Protection Points of Contact provides training in compliance with local law taking into account their specific requirements.

此外，本地单一数据保护联络人根据当地法律并考虑其具体要求提供培训。

Monitoring of the training program

培训计划的监管

Sodexo entities take reasonable and appropriate steps to communicate with their employees and to provide appropriate training on the requirements of the Processor Policy.

索迪斯实体采取合理和适当的步骤与其雇员沟通，并提供关于处理者政策要求的适当培训。

Completion of the Data Protection training program is monitored by the Global and Local Single Data Protection Points of Contact together with the Global and the Local Learning and Development teams.

数据保护培训计划的完成情况由全球和本地单一数据保护联络人以及全球和当地学习和发展团队进行监管。

RULE 17 - DATA PROTECTION RIGHTS HANDLING

规则 17 - 数据保护权利处理

RULE 17 - Sodexo assists the Controller to respond to a request or complaint it received.

规则 17 - 索迪斯协助控制者处理其收到的请求或投诉。

When a Local Single Data Protection Point of Contact receives a request from a Data Subject or a complaint from the Supervisory Authority that relates to Personal Data Processing carried out on behalf a Controller, it is her/his role to communicate it to the Controller concerned without undue delay (or within the notification period of time agreed with the Controller) and without obligation to handle it (unless the Controller has instructed Sodexo to handle it).

当本地单一数据保护联络人收到与代表控制者处理个人资料有关的来自数据主体的请求或来自监管部门的投诉时，她/他的责任是立即（或在与控制者商定的通知期限内）将请求或投诉传达给有关控制者，并且没有处理请求或投诉的义务（除非控制者指示索迪斯进行处理）。

The role of the Local Single Data Protection Point of Contact is to handle requests from Data Subjects and complaints from Supervisory Authorities only upon instructions of the Controller or if the Controller has disappeared factually or has ceased to exist in law or has become insolvent. 本地单一数据保护联络人的职责是，只有在控制者发出指示后，或在控制者事实上消失或法律上已不存在或破产时，索迪斯才能处理数据主体的请求和来自监管部门的投诉。

If the Controller has disappeared factually or has ceased to exist in law or has become insolvent, Sodexo handles the request without undue delay and in any event within one month after receiving the request, or if necessary, due to the complexity and the number of the requests within the extended period of 3 months (1 + 2) maximum, after informing the data subject of any such extension within one month of receipt of the request, together with the reasons for the delay, in accordance with Article 12(3) of the GDPR. If the request was made by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the data subject.

如果控制者事实上消失或法律上已不存在或破产时，索迪斯应在收到请求后的一个月内及时处理请求，并根据 GDPR 第 12 (3) 条的规定，在收到请求后的一个月内告知数据主体任何此类延期并连同延迟的原因，索迪斯应在收到请求后的一个月内及时处理请求，并在任何情况下都应在收到请求后的一个月内及时处理请求。如果请求是以电子形式提出的，除非数据主体另有要求，应尽可能以电子形式提供相关信息。

In such case, the Data Subjects are informed about practical steps of the requests and complaints handling system in the local data protection policies implementing the Global Data Protection Rights Management Policy set out in Appendix 6.

在这种情况下，数据主体应在当地数据保护政策中被告知请求和投诉处理系统的具体步骤，以实施附录 6 中列明的全球数据保护权利管理政策。

RULE 18 - ASSESSMENT OF COMPLIANCE: AUDIT PROGRAM

规则 18-评估遵守情况：审核程序

RULE 18 - Sodexo responds to Controllers' audit requests.

规则 18 - 索迪斯应对控制者的审计请求作出回应。

According to the Sodexo Global BCR Audit Program, Sodexo audits the Sodexo Group's compliance with the Processor Policy, and in particular implements an audit plan which covers all aspects of the Processor Policy including methods of ensuring that corrective actions will take place.

根据索迪斯全球 BCR 审计计划，索迪斯对索迪斯集团遵守处理者政策的情况进行审计，特别是实施一项涵盖处理者政策所有方面的审计计划，包括确保将采取纠正措施的方法。

The Sodexo audits are carried out annually by the Internal Control team and also by the Group Internal Audit team as needed on specific request from the Group Data Protection Officer.

索迪斯审计每年由内部控制团队进行，并在必要时应集团数据保护官员的具体要求由集团内部审计团队进行。

The internal auditors can be assisted by external auditors, when needed.
内部审核员可在必要时由外部审核员协助。

The results of all audits should be communicated to the Group Data Protection Officer and to the Local Single Data Protection Points of Contact and to Sodexo's Group Board of Directors and relevant members of the Group executive committee.

所有审计的结果均应传达给集团数据保护官员、本地单一数据保护联络人和索迪斯集团董事会及集团执行委员会的相关成员。

Corrective actions are decided on the basis of the report.
根据报告决定纠正措施。

Sodexo allows the relevant Supervisory Authorities to access the results of the internal audits upon request and to carry out a Data Protection audit of any Sodexo entity if required.

索迪斯允许相关监管部门应要求查阅内部审计的结果，并在必要时对索迪斯任何实体进行数据保护审计。

Sodexo responds to Controllers' audit requests as agreed in service agreements, contracts or any other binding document entered into with Controllers.

索迪斯根据与控制者签订的服务协议、合同或其他具有约束力的档的约定，对控制者的审计请求作出回应。

Sodexo entities acting as Processors or their subprocessors accept, at the request of the Controller, in writing, to submit their data processing facilities for audit of the processing activities relating to that Controller which can be carried out either by the Controller or by an inspection body composed of independent members and in possession of the required professional qualifications, bound by a duty of confidentiality, selected by the Controller, where applicable, in agreement with the Supervisory Authority.

索迪斯作为处理者或其子处理者的实体，应控制者的要求，以书面形式接受提交其数据处理设备，以对与控制者有关的处理活动进行审计。审计既可由控制者实施，也可由控制者在与监管部门协商后选定的具有必要专业资质、受保密义务约束的独立成员组成的检查机构实施。

RULE 19 - MONITORING OF BCR APPLICATION

规则 19 - BCR 实施的监控

RULE 19 - Sodexo monitors the BCR application.

规则 19 - 索迪斯监控 BCR 的应用。

To ensure the Processor Policy effective implementation, the Global Data Protection Office has established a risk register.

为确保处理者政策的有效实施，全球数据保护办公室建立了风险登记册。

In addition, each Local Single Data Protection Point of Contact reports local best practices in the implementation of the Processor Policy as well as Data Protection Impact Assessments carried out locally to the Global Data Protection Office, on quarterly basis. The reports of the Data Protection Points of Contact are centralized and analyzed by the Global Data Protection Office. The results of the analysis are part of the annual report provided to the Sodexo's Executive Committee.

此外，每个本地单一数据保护联络人每季度向全球数据保护办公室报告实施处理者政策的当地最佳做法，以及当地实施的数据保护影响评估。全球数据保护办公室对各数据保护联络点的报告进行集中和分析。分析结果包含在向索迪斯执行委员会提供的年度报告中。

RULE 20 - GLOBAL DATA PROTECTION OFFICE AND NETWORK OF LOCAL SINGLE POINTS OF CONTACT

规则 20 - 全球数据保护办公室和本地单一联络人网络

RULE 20 - Sodexo ensures compliance with the Processor Policy through a Data Protection Governance structure.

规则 20 - 索迪斯通过数据保护治理结构确保遵守处理者政策。

To oversee and ensure compliance with the Processor Policy, Sodexo has implemented with the support of Sodexo's Executive Committee, a Data Protection Governance structure as follows:
为监督和确保遵守处理者政策，索迪斯在其执行委员会的支持下，实施了如下数据保护治理结构：

- a Group Data Protection Officer designated in line with Article 37 of the GDPR reporting to the Group General Counsel;
根据 GDPR 第 37 条指定一名集团数据保护官员，向集团总法律顾问报告；
- a Global Data Protection Office composed of Group Data protection counsels at the global level, supporting the Group Data Protection Officer in their tasks;

全球数据保护办公室，由全球层面的集团数据保护法律顾问组成，为集团数据保护官员的工作提供支持；

- a network of Local Single Data Protection Points of Contact (“Local DP SPOC”) at the local level.

地方层面的本地单一数据保护联络人网络（“本地 DP SPOC”）。

The Group Data Protection Officer’s role is to monitor compliance at a global level and assess the Sodexo Data Protection program effectiveness (collection of information to identify processing activities, analysis and verification of the compliance, etc.). The Group Data Protection Officer provides the senior management with advice and recommendations as well as annual report of the Global Data Protection Office’s activities. In addition, the Global Data Protection Office’s role is to monitor compliance at global level and assesses the Sodexo Global Data Protection Compliance Program effectiveness.

集团数据保护官的职责是在全球层面监控合规情况，并评估索迪斯数据保护计划的有效性（收集信息以确定处理活动，分析和核实合规情况等）。集团数据保护官就全球数据保护办公室的活动向高级管理层提供意见和建议以及年度报告。此外，全球数据保护办公室的职责是在全球层面监控合规情况，并评估索迪斯全球数据保护合规计划的有效性。

The Group Data Protection Officer advises and supports the Local DP SPOCs when needed to comply with the Sodexo Global Data protection Program, deal with Supervisory Authorities’ investigations, and ensure that the Local DP SPOC’s role of handling local complaints from Data Subjects in accordance with Rule 17, of reporting major Data Protection issues to the Group Data Protection Officer, of ensuring compliance at a local level and of being accessible, in local language, to the local Data Subjects, the Controller (a Client) and to the local Supervisory Authority, is fulfilled.

集团数据保护官在需要时向本地 DP SPOC 提供意见和建议，以遵守索迪斯全球数据保护计划，应对监管部门的调查，并确保本地 DP SPOC 根据规则 17 处理本地数据主体的投诉，向集团数据保护官报告重大数据保护问题，确保本地层面的合规，并以本地语言向本地数据主体、控制方（客户）和本地监管部门开放。

RULE 21 - THIRD-PARTY BENEFICIARY RIGHTS

规则 21 - 第三方受益权

RULE 21 - Sodexo confers expressly rights on Data Subjects either when those rights are directly enforceable against Sodexo or when rights are enforceable against Sodexo in case the Data Subject is not able to bring a claim against the Controller.

规则 21 - 索迪斯明确授予数据主体权利，或者该等权利可直接针对索迪斯执行，或者在数据主体无法向控制方提起索赔时，该等权利可针对索迪斯执行。

**1. Rights which are directly enforceable against Sodexo as Processor:
可直接针对作为处理者的索迪斯执行的权利：**

The Data Subjects are able to enforce the Processor Policy against the Sodexo entities acting as Processors and in particular:

数据主体可针对作为处理者的索迪斯实体执行处理者政策，尤其是：

- Duty to respect the instructions from the Controller regarding the Personal Data Processing, including for transfers of Personal Data to third countries;**
尊重控制方关于个人资料处理的指令的义务，包括向第三国传输个人资料的义务；
- Duty to implement appropriate technical and organizational security measures and duty to notify any Personal Data Breach to the Controller (Rule 7);**
实施适当的技术和组织安全措施的义务，以及向控制方通知任何个人资料泄露的义务（规则 7）；
- Duty to respect the conditions when engaging a subprocessor either within or outside the Group (Rule 7);**
在聘用集团内部或外部子处理者时，尊重相关条件的义务（规则 7）；
- Duty to cooperate with and assist the Controller in complying and demonstrating compliance with the law such as for answering requests from Data Subjects in relation to their rights (Rules 1B, 2A, 5, 10, 17 and 23);**
配合并协助控制方遵守法律和表明遵守法律的义务，例如回答资料主体提出的与其权利相关的要求（规则 1 B、2 A、5、10、17 和 23）；
- Transparency on the Processor Policy:** Data Subjects have easy access to their third-party beneficiary rights since the Processor Policy is made available on Sodexo’s Intranet and official website. They may obtain a copy of this policy from the BCR members acting as Processors upon request. In addition, the Global Data Protection Policy (Appendix 5) includes a dedicated schedule on the third-party beneficiary rights.
处理者政策的透明度：由于索迪斯的内部网和官方网站提供了处理者政策，资料主体可方便地获取其第三方受益权。经请求，他们可从作为处理者的 BCR 成员处获得该政策的副本。此外，全球数据保护政策（附件 5）包括关于第三方受益权的专门清单。

- **Transparency on where national legislation prevents Sodexo Group from complying with the BCR:** They may enforce Rule 23.

国家法律禁止索迪斯遵守 BCR 的地方的透明度：他们可执行规则 23。

- **Right to Complain:** When a Local Single Data Protection Point of Contact receives a complaint from a Data Subject that relates to Personal Data Processing carried out on behalf of a Controller, he/she will communicate it to the Controller concerned without delay to the Controller without obligation to handle it. The Local Single Data Protection Point of Contact handles complaints from this Data Subject only upon instructions of the Controller or if the Controller has disappeared factually or has ceased to exist in law or has become insolvent. In such case, the Data Subjects are informed about practical steps of the complaint system in the local data protection policies implementing the Global Data Protection Rights Management Policy set out in Appendix 6. The Data Subjects are informed about: (i) where to complain; (ii) in which form; (iii) the timescale for the reply on the complaint; (iv) consequences in case of rejection of the complaint; (v) consequences in case the complaint is considered as justified; (vi) right to lodge a claim before the Court or relevant Supervisory authority.

投诉权：当本地单一数据保护联络点从数据主体处收到与代表控制方进行的个人资料处理相关的投诉时，他/她应立即告知相关控制方并无义务进行处理。本地单一数据保护联络点仅在收到控制方的指示时，或在控制方事实上已消失或在法律上已不复存在或破产的情况下，才会处理该数据主体的投诉。在这种情况下，应告知数据主体本地数据保护政策中投诉系统的具体步骤，该政策实施附件 6 载列的全球数据保护权利管理政策。数据主体应被告知：（i）投诉的地点；（ii）投诉的形式；（iii）投诉答复的时间尺度；（iv）投诉被驳回的后果；（v）投诉被认为合理的后果；（vi）向法院或相关监管机构提出索赔的权利。

- **Cooperation:** Data Subjects may enforce Rule 24.

合作：数据主体可以执行规则 24。

- **Liability:** Sodexo SA, as EU headquarters of Sodexo acting as Processor, accepts responsibility for and agrees to take the necessary actions to remedy the acts of other Sodexo entities established outside EU/EEA or breaches caused by external subprocessor established outside EU/EEA, to pay compensation for any damages resulting from a violation of the BCR or to demonstrate that such Sodexo entities established outside EU/EEA are not responsible for the breach or that the breaches causes by external subprocessor did not take place. The abovementioned Sodexo SA who has accepted liability shall have the burden of proof to demonstrate that the Sodexo entity outside the EU/EEA is not liable for any violation of the rules which has resulted in the Data subject claiming damages. If it can prove that the said Sodexo entity is not responsible for the event giving rise to the damage, it may discharge itself from any responsibility.

责任：索迪斯股份有限公司，作为索迪斯的欧盟总部，作为处理者，对设在欧盟/欧洲经济区之外的其他索迪斯实体的行为或设在欧盟/欧洲经济区之外的外部子处理者造成的违约承担责任并同意采取必要的行动，对违反 BCR 造成的任何损害进行赔偿，或证明该等设在欧盟/欧洲经济区之外的索迪斯实体不对违约承担责任或外部子处理者造成的违约并未发生。上述承担责任的索迪斯股份有限公司应承担举证责任以证明该设在欧盟/欧洲经济区之外的索迪斯实体不对导致数据主体索赔的任何违反规定的行为承担责任。如果数据主体能够证明索迪斯股份有限公司实体对导致损害的事件不承担责任，则数据主体可以免除任何责任。

2. Rights which are enforceable against Sodexo as Processor in case the Data Subject is not able to bring a claim against the Controller:

当数据主体无法向控制方提出索赔时，索迪斯股份有限公司作为处理者可执行的权利：

Data Subjects covered by the scope of the Processor Policy are third party beneficiaries by virtue of this third-party beneficiary Rule within the Processor Policy which is given a binding effect by the intra-group agreement signed between the entities of the Sodexo Group.

处理者政策涵盖的数据主体根据索迪斯集团实体之间签署的集团内部协议规定的处理者政策中的第三方受益人规则成为第三方受益人。

To be enforced by the Controller, the Processor Policy will be included in the service agreement, contract or any other binding document signed between a Sodexo entity acting on behalf of a Controller and said Controller (a Client).

处理者政策应包含在代表控制方行事的索迪斯实体与该控制方（客户）之间签署的服务协议、合同或任何其他具有约束力的档中，由控制方执行。

Data Subjects are entitled to enforce compliance with the Processor Policy against the Controller on behalf of which Personal Data is processed by Sodexo by lodging a complaint before the relevant Supervisory Authority or before a competent court for the EU/EEA Controller.

数据主体有权通过向相关监管部门或欧盟/欧洲经济区控制方的有管辖权的法院提出投诉的方式，要求索迪斯股份有限公司代表其处理个人资料的控制方遵守处理者政策。

However, Data Subjects may enforce the Rules set out in the Processor Policy as third party beneficiaries where they are not able to bring a claim against the Controller in respect of a breach of any of the commitments in the Processor Policy by a Sodexo entity (or by a subprocessor) acting as a Processor (for example in case the Controller has factually disappeared or ceased to exist in law or has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law, in which case the Data Subjects can enforce their rights against such entity).

但是，如果数据主体无法就作为处理者的索迪斯实体（或子处理者）违反处理者政策中的任何承诺的行为向控制方提出索赔，则数据主体可以作为第三方受益人执行处理者政策中规定的规则（例如，如果控制方事实上已经在法律上消失或不再存在，或已经破产，除非任何继受实体已经通过合同或法律的实施承担了控制方的全部法律义务，在此情况下，数据主体可以针对该实体执行其权利）。

In such as case, Data Subjects may at least enforce the following rules contained in the Processor Policy:

在此情况下，数据主体可以至少执行处理者政策中包含的以下规则：

- Duty to respect the BCR (Rule 1);
尊重 BCR 的义务（规则 1）；
- Third-party beneficiary rights (Rule 21);
第三方受益权（规则 21）；
- Liability and burden of proof with Sodexo and not the Data Subject (Rule 22);
举证责任在于索迪斯股份有限公司而非数据主体（规则 22）；

- Easy access to the BCR and transparency (Rule 12);
访问 BCR 的便捷性和透明度（规则 12）；
- Complaint handling (Rule 17);
投诉处理（规则 17）；
- Cooperation with Supervisory Authorities (Rule 24);
与监管部门的合作（规则 24）；
- Transfers of Personal Data (Rule 13);
个人资料的转移（规则 13）；
- List of entities bound by the BCR;
受 BCR 约束的实体列表；
- Duty to cooperate with the Controller (Rule 1);
与控制方合作的义务（规则 1）；
- Transparency, fairness and lawfulness (Rule 2);
透明、公正和合法（规则 2）；
- Purpose limitation (Rule 3);
目的限制（规则 3）；
- Data quality (Rule 4, 5 and 6);
数据质量（规则 4、5 和 6）；
- Security (Rule 7);
安全（规则 7）；
- Data Subject's rights (Rule 10);
数据主体的权利（规则 10）；
- Sub processing (Rule 7B);
子处理（规则 7 B）；
- Transparency where national legislation prevents the group from complying with the BCR (Rule 23).
国家法律禁止集团遵守 BCR 的情况下的透明度（规则 23）。

3. Compensation and jurisdiction provisions (for both Data Subjects' rights abovementioned in 1. and 2.)

赔偿和管辖规定（适用于数据主体上述第 1 项和第 2 项权利）。

Data Subjects may lodge a complaint (i) with the French Supervisory authority (the “Commission Nationale de l’Informatique et des Libertés”, the “CNIL”) against Sodexo SA responsible for exporting the data (a) with the Supervisory authority in the Member State of their habitual residence, (b) their place of work or (c) the place of the alleged infringement and ii) before the French competent courts where Sodexo SA has its headquarters or before the competent courts of the EU/EEA Member States where they have their residence. Where Sodexo as a Processor and the Controller involved in the same Processing of Personal Data are found responsible for any damage caused by such processing, the Data Subjects are entitled to receive compensation for the entire damage directly from Sodexo acting as a Processor.

数据主体可以（一）向法国监管部门（“国家信息和自由委员会”）针对负责输出数据的索迪斯股份有限公司（一）向其惯常居住地成员国的监管部门，（二）其工作地，或（三）被控侵权行

为地提出投诉；（二）索迪斯股份有限公司总部所在地的法国主管法院，或其居住地的欧盟/欧洲经济区成员国的主管法院提出投诉。如果发现索迪斯股份有限公司作为处理者和参与同一个人资料处理的控制方对该等处理造成的任何损害负有责任，数据主体有权直接从作为处理者的索迪斯获得全部损害赔偿。

RULE 22 – LIABILITY

规则 22- 责任

RULE 22 - Sodexo complies with the following rules on liability.

规则 22-索迪斯遵守以下责任规则。

Where a Data Subject suffers from damage as a result of the Processing of Personal Data by Sodexo in non-compliance with the Processor Policy, the Controller retains the responsibility to comply with the GDPR. Controllers who fall into the scope of the GDPR will pass certain Data Protection obligations on to Sodexo in the service agreements, contracts or other binding documents Sodexo has with them. Consequently, if Sodexo fails to comply with the Controller's instructions regarding the Personal Data Processing as set out in the service agreement, contract or other binding document it enters into with a Controller, the Controller may be in breach of the GDPR and the contract and Sodexo may face a claim for breach of contract, which may result in the payment of compensation for any material or non-material/distress damages or other judicial remedies.

如果数据主体由于索迪斯股份有限公司在不遵守处理者政策的情况下处理个人资料而遭受损害，控制方有责任遵守 GDPR 的规定。在 GDPR 范围内的控制方应在索迪斯股份有限公司与控制方签订的服务协议、合同或其他具有约束力的档中将某些数据保护义务转移给索迪斯股份有限公司。因此，如果索迪斯股份有限公司未能遵守控制方在其与控制方签订的服务协议、合同或其他具有约束力的档中关于个人资料处理的指示，控制方可能违反 GDPR 和合同，索迪斯股份有限公司可能面临违约索赔，这可能导致索迪斯股份有限公司支付任何物实质或非实质/精神损害赔偿或其他司法救济。

In such cases, if a Controller demonstrates that it has suffered damage, and that it is likely that the damage has occurred due to a breach of the Processor Policy by a Sodexo entity outside Europe (or a third party subprocessor established outside Europe), that Controller is entitled to enforce the Processor Policy against Sodexo SA, as EU headquarters of Sodexo.

在这种情况下，如果控制方证明其遭受损害，且损害的发生可能是由于索迪斯在欧洲以外的实体（或在欧洲以外设立的第三方子处理者）违反处理者政策所致，则该控制方有权针对索迪斯股份有限公司（Sodexo SA），作为索迪斯股份有限公司的欧盟总部，执行处理者政策。

Sodexo SA will accept responsibility for and agrees to take the necessary actions to remedy the acts of other Sodexo entities established outside EU/EEA or breaches caused by external subprocessor established outside EU/EEA, to pay compensation for any damages resulting from

a violation of the BCR or to demonstrate that such Sodexo entities established outside EU/EEA are not responsible for the breach or that the breaches caused by external subprocessor did not take place. In addition, Sodexo SA will have the burden of proof to demonstrate that the Sodexo entity outside the EU/EEA is not liable for any violation of the rules which has resulted in the Data Subject claiming damages. If it can prove that the said Sodexo entity is not responsible for the event giving rise to the damage, it may discharge itself from any responsibility.

索迪斯股份有限公司 (Sodexo SA) 将承担责任并同意采取必要的行动, 以补救在欧盟/欧洲经济区以外设立的索迪斯其他实体的行为或在欧盟/欧洲经济区以外设立的外部子处理者造成的违约, 并支付因违反 BCR 而导致的任何损害赔偿, 或证明在欧盟/欧洲经济区以外设立的索迪斯该等实体不对违约负责, 或外部子处理者造成的违约并未发生。此外, 索迪斯股份有限公司 (Sodexo SA) 将承担举证责任, 证明在欧盟/欧洲经济区以外的索迪斯的实体不应对导致数据主体索赔的任何违反规定的行为负责。如果索迪斯股份有限公司能够证明索迪斯实体对导致损害的事件不承担责任, 则索迪斯股份有限公司可以免除任何责任。

03

Final Provisions 最终条款



RULE 23 - ACTIONS IN CASE OF NATIONAL LEGISLATION OR PRACTICES PREVENTING RESPECT OF BCRS - LEGALLY BINDING REQUEST FOR DISCLOSURE OF PERSONAL DATA

规则 23 - 在国家立法或执法妨碍遵守控制者政策的情况下采取的行动-具有法律约束力的个人资料披露请求

RULE 23.A - Sodexo conducts an assessment of applicable local law and practices before any transfer of Personal Data to ensure that they do not prevent it from fulfilling its obligations under the Processor Policy and have a substantial effect on its ability to comply with this policy.

规则 23. A—索迪斯股份有限公司 (Sodexo) 在转让任何个人资料之前, 会对适用的本地法律和实践进行评估, 以确保上述法律和实践不会妨碍其履行其在处理者政策项下的义务, 并对其遵守本政策的能力产生重大影响。

RULE 23.B - Sodexo ensures that where it has reason to believe that the applicable local law or practices prevent it from fulfilling its obligations under the Processor Policy and have a substantial effect on its ability to comply with this Processor Policy, it promptly informs the Controller and/or Sodexo SA or the EU/EEA BCR member or the Group Data Protection Officer and any other relevant Local Single Data Protection Point of Contact and the Sodexo entity acting as Data Exporter.

规则 23. B—索迪斯股份有限公司 (Sodexo SA) 确保, 当其有理由认为适用的本地法律或实践妨碍其履行其在处理者政策项下的义务, 并对其遵守本处理者政策的能力产生重大影响时, 其立即通知控制方和/或索迪斯股份有限公司 (Sodexo SA) 或欧盟/欧洲经济区的 BCR 成员或集团数据保护官 (Group Data Protection Officer) 以及任何其他相关的本地单一数据保护联络人和担任数据输出方的索迪斯股份有限公司 (Sodexo SA) 实体。

RULE 23.C - Sodexo ensures that where it receives a legally binding request for disclosure of Personal Data which is subject to the Processor Policy, it notifies promptly Sodexo SA, the Group Data Protection Officer, the Sodexo entity acting as Data Exporter, the Controller (through the Sodexo entity acting as Data Exporter), and where possible, the data subject if instructed by the Controller, unless prohibited from doing so by a law enforcement authority; and puts the request on hold unless prohibited from doing so by a law enforcement authority or agency. The notification will include, amongst others, information about the data requested, the number of requests, the requesting body and the legal basis for the disclosure.

规则 23. C—索迪斯股份有限公司 (Sodexo SA) 确保, 当其收到具有法律约束力的、要求披露受处理者政策约束的个人资料的请求时, 其立即通知索迪斯股份有限公司 (Sodexo SA)、集团数据保护官、担任数据输出方的索迪斯股份有限公司 (Sodexo SA)、控制方 (通过担任数据输出方的索迪斯股份有限公司实体), 并在可能的情况下, 通知数据主体 (如经控制方指示), 除非执法机构禁止其进行该等行为; 索迪斯股份有限公司 (Sodexo SA) 暂停该等请求, 除非执法机构或机构禁止其进行该等行为。通知将包括关于所请求数据的信息、请求数量、请求主体和披露的法律依据。

Assessment of the applicable local law and practices 评估适用的当地法律和实践

In accordance with the EDPB recommendations⁹ and the European Union Standard Contractual Clauses¹⁰:

根据 EDPB 建议和欧盟标准合同条款：

Sodexo entities warrant that they have no reason to believe that the applicable local law and practices prevent them from fulfilling their obligations under the Processor Policy or their contractual obligations with the Controller and have a substantial effect on their ability to comply with this policy or their obligations. This is based on the understanding that applicable local laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of the GDPR, are not in contradiction with the Processor Policy.

索迪斯股份有限公司（Sodexo）实体保证，其没有理由相信适用的本地法律和实践妨碍其履行其在处理者政策项下的义务或其与控制方的合同义务，并对其遵守该政策或其义务的能力产生重大影响。这是基于这样的理解，即尊重基本权利和自由的本质可适用的本地法律和实践，没有超出在民主社会中保护 GDPR 第 23（1）条所列目标的必要和相称的范围，并且没有与处理者政策相冲突。

Sodexo declares that in providing this warranty it has taken due account, with the assistance of the Group Data Protection Officer, in particular of the following elements:

索迪斯股份有限公司声明，在提供本保证时，在集团数据保护官的协助下，特别适当考虑了以下因素：

- the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved, and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred Personal Data; the economic sector in which the transfer occurs; the storage location of the data transferred;

转移的具体情况，包括处理链的长度、所涉主体的数量和使用的传输管道；预期的后续转移；接收方的类型；处理的目的；所转移的个人资料的类别和格式；所转移的经济部门；所转移数据的存储地点；

⁹ Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of Personal Data adopted on 18 June 2021.

⁹关于补充传输工具的措施的 01/2020 建议，以确保符合 2021 年 6 月 18 日通过的欧盟个人数据保护水平。

¹⁰ Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

¹⁰委员会执行 2021 年 6 月 4 日关于根据欧洲议会和理事会条例（EU）2016/679 向第三国传输个人数据的标准合同条款的（EU）2021/914 号决定（EU）。

- the laws and practices of the applicable local law - including those requiring the disclosure of data to public authorities or authorizing access by such authorities - relevant in light of the specific circumstances of the transfer, the applicable limitations and safeguards, and the enforceability of data subject rights and the effectiveness of legal remedies for data subjects; 适用的本地法律的法律和实践——包括要求向公共机构披露资料或授权该等机构访问资料的法律和实践——根据传输的具体情况、适用的限制和保障措施、数据主体权利的可执行性和数据主体法律救济的有效性而选择适用的本地法律和实践；

- any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under the Processor Policy and as instructed by the Controller, including measures applied during transmission and to the processing of the Personal Data in Sodexo entities.

任何相关的合同、技术或组织保障措施，作为对处理者政策下和控制方指示下的保障措施的补充，包括在索迪斯股份有限公司（Sodexo）实体传输和处理个人资料过程中适用的措施。

Sodexo entities agree to document this assessment and make it available to the Controller and to competent supervisory authority on request.

索迪斯股份有限公司（Sodexo）实体同意记录该等评估，并在控制方和主管监管机构的要求下提供该等评估。

Where a Sodexo entity has reason to believe that the applicable local law and/or practices or a disclosure request may prevent it from fulfilling its obligations under the Processor Policy or its contractual obligations with the Controller and has a substantial effect on its ability to comply with this Processor Policy or its contractual obligations with the Controller, it promptly informs, in accordance with the service agreement, contract or any other binding document concluded with the Controller (a Client):

当索迪斯股份有限公司（Sodexo）实体有理由相信适用的本地法律和/或实践或披露要求可能妨碍其履行其在处理者政策项下的义务或其与控制方的合同义务，并对其遵守本处理者政策或其与控制方的合同义务的能力产生重大影响时，其应根据与控制方（客户）签订的服务协议、合同或任何其他具有约束力的档及时通知：

- the Sodexo entity acting as Data Exporter, that shall forward the notification to the Controller, who is entitled to suspend the transfer of Personal Data and/or terminate the contract or other binding document with Sodexo; and,

索迪斯股份有限公司（Sodexo）作为数据输出方的实体，其应将通知转交控制方，控制方有权中止个人资料的传输和/或终止与索迪斯股份有限公司签订的合同或其他具有约束力的档；以及

- Sodexo SA or, 索迪斯股份有限公司（Sodexo SA）或

- the Group Data Protection Officer and any other relevant Local Single Data Protection Points of Contact.

集团数据保护官（Group Data Protection Officer）以及任何其他相关的本地单一数据保护联系点。

Following this notification, Sodexo SA together with the Sodexo entity acting as Data Exporter shall promptly, with the assistance of the Group Data Protection Officer, and if necessary, the relevant Local Single Data Protection Point of Contact, and if appropriate in consultation with the Controller, identify appropriate measures (e.g., technical or organizational measures to ensure security and confidentiality) to be adopted to address the situation.

发出通知后，索迪斯股份有限公司（Sodexo SA）以及作为数据输出方的索迪斯股份有限公司（Sodexo SA）实体应在集团数据保护官（Group Data Protection Officer）的协助下，和（如有必要）相关的本地单一数据保护联系点，并在适当的情况下与控制方进行磋商，确定将采取的适当措施（例如，确保安全和保密性的技术或组织措施）。

Sodexo shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the Controller or the competent Supervisory Authority to do so. In this case, the Sodexo entity located outside of the EU/EEA which believes that it is or has become subject to laws or practices not in line with the requirements of the Processor Policy shall not be a part of the BCR-Processor.

如果索迪斯股份有限公司（Sodexo）认为无法确保对数据传输采取适当的保障措施，或者控制方或主管监管机构指示应当暂停数据传输，则索迪斯股份有限公司（Sodexo）应暂停数据传输。在这种情况下，位于欧盟/欧洲经济区之外的索迪斯股份有限公司（Sodexo）实体，如果认为其受法律或实践制约或已经受制于不符合处理者政策的要求，则该实体不应成为 BCR-Processor 的一部分。

Request for Disclosure of the Personal Data by a law enforcement authority or state security body

执法机构或国家安全机构要求披露个人资料

In case of legally binding request for disclosure of the Personal Data or any direct access to Personal Data by a law enforcement authority or state security body, the Sodexo entities receiving it or becoming aware of it, will promptly notify Sodexo SA, the Group Data Protection Officer, and the Sodexo entity acting as Data Exporter.

如果执法机构或国家安全机构要求披露个人资料或直接获取个人资料，收到或知悉该请求的索迪斯股份有限公司（Sodexo SA）将立即通知集团数据保护官（Group Data Protection Officer）以及作为数据输出方的索迪斯股份有限公司（Sodexo SA）。

The Sodexo entity acting as Data Exporter shall forward the notification to the Controller, and where possible, the data subject if instructed by the Controller.

作为数据输出方的索迪斯股份有限公司（Sodexo SA）实体应将该通知转交控制方，如有可能，还应转交数据主体（Sodexo SA）。

Sodexo assesses each data access request by any law enforcement authority or state security body on a case-by-case basis. Sodexo uses its best efforts to inform the requesting authority concerned about Sodexo's obligations under the GDPR and to obtain the right to waive this prohibition.

索迪斯股份有限公司（Sodexo）会逐案评估执法机构或国家安全机构提出的数据采集请求。索迪斯股份有限公司（Sodexo）尽最大努力告知请求机构索迪斯股份有限公司（Sodexo GDPR）在 GDPR 项下的义务，并获得豁免该禁令的权利。

Sodexo puts such request on hold for a reasonable delay in order to notify the above-mentioned stakeholders for this Processor Policy prior to disclosing the data to the requesting authority. Sodexo clearly informs the above-mentioned stakeholders about the request, including, but not limited to, information about the data requested, the number of requests, the requesting authority concerned, and the legal basis for the disclosure.

索迪斯股份有限公司 (Sodexo) 将该请求搁置一段合理的时间, 以便在向请求机构披露数据之前, 根据该处理者政策通知上述利益相关方。索迪斯股份有限公司 (Sodexo) 将该请求明确告知上述利益相关方, 包括但不限于, 关于被请求数据的信息, 请求的数量, 相关请求机构, 以及披露的法律依据。

If in specific cases the suspension and/or notification are prohibited, Sodexo uses its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible and be able to demonstrate it, by documenting the best efforts taken.

如果在特定情况下, 中止和/或通知被禁止, 索迪斯股份有限公司 (Sodexo) 尽最大努力获得豁免该禁令的权利, 以便尽快传达尽可能多的信息, 并通过所采取的最大努力加以证明。

If, despite having used its best efforts, Sodexo is not in a position to notify the above-mentioned stakeholders and to put the request on hold, in such case Sodexo provides general information about the requests it has received to the above-mentioned stakeholders (e.g. number of applications for disclosure, type of data requested, requesting authority if possible), to the extent it has been authorized by the said requesting authority to disclose such information to third parties. The Sodexo entity acting as Data Exporter shall forward this information to the Controller.

如果索迪斯股份有限公司 (Sodexo) 尽最大努力未能通知上述利益相关方并搁置该请求, 在此情况下, 索迪斯股份有限公司 (Sodexo) 将向上述利益相关方提供其收到的请求的一般信息 (例如, 披露申请的数量, 被请求的数据类型, 如有可能, 请求机构), 前提是索迪斯股份有限公司 (Sodexo SA) 已获上述请求机构 (Sodexo SA) 授权向第三方披露该等信息。作为数据输出方的索迪斯股份有限公司 (Sodexo SA) 实体应将该等信息转交给控制方。

In any case, that transfers of Personal Data to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

在任何情况下, 向任何公共机构传输个人资料均不得以超出民主社会所必需的范围的方式大量、不成比例和不加区别地传输个人资料。

Cross-border data transfers or disclosures not authorized by Union law **欧盟法律未授权的跨境数据传输或披露**

For Sodexo entities located in the EEA, any judgment of a court or tribunal and any decision of an administrative authority of a third country requiring a Controller or Processor to transfer or disclose Personal Data may only be recognized or enforceable in any manner if based on an international agreement, such as a mutual legal assistance treaty, in force between the requesting third country and the Union or a Member State, without prejudice to other grounds for transfer pursuant to Chapter V of GDPR.

对于位于欧洲经济区的索迪斯股份有限公司实体而言, 任何要求控制员或处理员传输或披露个人资料的法院或法庭的判决, 以及任何第三国行政管理机构的决定, 只有依据提出请求的第三国与欧盟或成员国之间有效的国际协议, 如司法协助条约, 才能以任何方式得到承认或执行, 但不妨碍根据《通用数据保护条例》第五章进行传输的其他理由。

Any Sodexo entity receiving such request will promptly inform, in accordance with the service agreement, contract or any other binding document concluded with the Controller (a Client):

任何收到该等请求的索迪斯股份有限公司 (Sodexo SA) 实体应根据与控制方 (客户) 签订的服务协议、合同或任何其他具有约束力的档及时通知:

- the Sodexo entity acting as Data Exporter, that shall forward the notification to the Controller, who is entitled to suspend the transfer of Personal Data and/or terminate the contract or other binding document with Sodexo; and,

作为数据输出方的索迪斯股份有限公司 (Sodexo SA) 实体, 其应将该通知转交给控制方, 控制方有权中止传输个人资料和/或终止与索迪斯股份签订的合同或其他具有约束力的档; 以及

- Sodexo SA or, 索迪斯股份有限公司 (Sodexo SA) 或

- the Group Data Protection Officer and any other relevant Local Single Data Protection Points of Contact.

集团数据保护官 (Group Data Protection Officer) 以及任何其他相关的本地单一数据保护联络点。

RULE 24 - COOPERATION WITH SUPERVISORY AUTHORITIES

规则 24 - 与监管机关合作

RULE 24 - Sodexo assists the Controller in the fulfilment of its obligation of cooperation with Supervisory authorities and in accordance with the BCR Cooperation Procedure.
规则 24 - 索迪斯根据 BCR 合作程序协助控制方履行与监管机构合作的义务。

Under the Processor Policy, Sodexo entities assist the Controller in the fulfilment of its obligation of cooperation with Supervisory Authorities and in accordance with the BCR Cooperation Procedure in Appendix 3 and, in particular, cooperate with, and accept to be audited by the Supervisory Authorities and to comply with the advice of these Supervisory Authorities competent on any issue related to those BCR.

根据处理者政策, 索迪斯股份有限公司 (Sodexo SA) 各实体协助控制方履行与监管机构合作的义务, 并根据附录 3 所载 BCR 合作程序协助控制方履行与监管机构合作的义务, 特别是与监管机构合作, 接受监管机构的审计, 遵守主管监管机构就与这些 BCR 有关的任何问题提出的建议。

RULE 25 - BCR UPDATE

规则 25 - BCR 更新

RULE 25 - Sodexo complies with the BCR Updating Procedure. ***规则 25 - 索迪斯遵守 BCR 更新程序。***

According to the BCR Updating Procedure in Appendix 4, Sodexo reports once a year any administrative changes to the Processor Policy or to the list of Sodexo entities adhering to the BCR to the relevant Supervisory Authorities, via the competent Supervisory Authority (i.e., the CNIL), with a brief explanation of the reasons justifying the update.

根据附录 4 所载 BCR 更新程序，索迪斯每年通过主管监管机构（即 CNIL）向相关监管机构报告一次对处理者政策或遵守 BCR 的索迪斯实体名单的任何行政变更，并简要说明作出更新的理由。

In case of any material changes that would possibly affect the level of protection offered by the BCR or significantly affect the BCR (i.e., changes to the binding character), it is communicated promptly to the relevant Supervisory Authorities, via the competent Supervisory Authority (i.e., the CNIL).

如发生可能影响 BCR 提供的保护水平或对 BCR 有显著影响的任何重大变更（即约束力变更），该等变更应立即通过主管监管部门（即 CNIL）传达给相关监管部门。

Any change to the BCR is notified to employees through Sodexo's intranet and to other Data Subjects and Controllers on Sodexo's official website.

对 BCR 的任何变更通过索迪斯的内部网络通知员工，并在索迪斯的官方网站上通知其他数据主体和控制人。

In case of any material changes to the BCR, Sodexo also informs the Controller of any change that may affect the processing activities as agreed contractually. The Controller has the possibility to object to such a change or to terminate the service agreement, contract or any other binding document. The Group Data Protection Officer keeps a fully updated list of the Sodexo entities members of the BCR, with the support of the Group Legal team, and keeps track of and records any updates to the BCR and provides the necessary information to the Controller.

如果 BCR 发生重大变化，索迪斯还要将可能影响合同约定加工活动的任何变化通知控制方。财务总监有可能反对这种改变或终止服务协议、合同或任何其他具有约束力的档。集团数据保护官在集团法务团队的支持下维持一份全面更新的 BCR 的索迪斯实体成员名单，追踪并记录 BCR 的任何更新，并向财务总监提供必要信息。

Sodexo ensures that no transfer is made to a new Sodexo entity as long as this entity is not effectively bound by the BCR or any other appropriate safeguards and cannot deliver compliance. Sodexo ensures that, as long as Sodexo's new entity is not effectively bound by the BCR or any other appropriate safeguards and cannot deliver compliance, data is not transferred to the new entity.

RULE 26 - BCR BINDINGNESS

规则 26 – BCR 约束力

RULE 26 - All Sodexo entities as part of the Sodexo Group acting as a Processor comply with the Processor Policy, including their employees.

规则 26 –作为索迪斯集团一部分并作为处理者行事的所有索迪斯实体，包括其员工，均须遵守处理者政策。

When acting as Processor, Sodexo entities which have adhered to the Processor Policy, provide the Processor Policy to the Controller as part of the service agreement, contract or any other binding document with the Controller.

遵守处理者政策的索迪斯实体在作为处理者行事时，向控制方提供处理者政策，作为服务协议、合同或任何其他与控制方具有约束力的档的一部分。

When Sodexo entities as a Processor subcontract their obligations with the prior consent of the Controller, they do so only by way of a written agreement with the subprocessor.

索迪斯实体作为处理者在控制方事先同意的情况下分包其义务时，只能通过与分包处理者签订书面协议的方式进行。

Where a non-EEA BCR member ceases to be part of the Sodexo Group or to be bound by the BCR, such Sodexo entity continues to apply the BCR requirements to the processing of those Personal Data transferred to it by means of the BCR, unless, at the time of leaving the Sodexo Group or ceasing to be bound by the BCR, that member deletes, anonymises or returns the entire amount of these Personal Data to a Sodexo entity to which the BCR still apply.

如果非环境经济实体的 BCR 成员不再是索迪斯集团的一部分或不再受 BCR 约束，则该索迪斯实体应继续适用 BCR 的要求处理通过 BCR 传输给其的个人资料，除非该成员在离开索迪斯集团或不再受 BCR 约束时，将该等个人资料全部删除、匿名化或返还给仍受 BCR 约束的索迪斯实体。

The Processor Policy has been shared with all employees as a new Group Data protection policy and is available at any time on the official Sodexo's intranet and official website.

处理者政策作为一项新的集团数据保护政策与所有员工共享，并可随时在索迪斯的官方内部网络和官方网站上查阅。

All Sodexo employees are compelled to ensure confidentiality and comply with the data protection policies as set out in the data protection clause included in their employment contract. Appropriate disciplinary sanctions or judicial action in accordance with the law can apply in case of non-compliance with such data protection policies.

索迪斯的所有员工均被强制确保其劳动合同中数据保护条款规定的保密性并遵守数据保护政策。如果未遵守该等数据保护政策，则可根据法律适用适当的纪律制裁或司法程序。

04

Appendices 附件



— Appendix 1: Definitions

附件 1: 定义

— Appendix 2: Global Data Collection and Data Retention Policy (Processor)

附件 2: 全球数据收集和数据保存政策 (处理者)

— Appendix 3: BCR Cooperation Procedure

附件 3: BCR 合作程序

— Appendix 4: BCR Updating Procedure

附件 4: BCR 更新程序

— Appendix 5: Sodexo Global Data Protection Policy

附件 5: 索迪斯全球数据保护政策

— Appendix 6: Global Data Protection Rights Management Policy

附件 6: 全球数据保护权管理政策

— Appendix 7: Description of the material scope of the Processor Policy

附件 7: 处理者政策的具体范围描述

Appendix 1 - Definitions

附件 1：定义

When the subject matter herein concerns Personal Data, the non-capitalized terms and expressions used, e.g., “Personal Data”, “processing” etc., will be construed in accordance with the meaning given to them in the GDPR. In addition, the capitalized terms set out herein will for the purpose of these BCR have the meanings assigned to them below.

当本协议的主题事项涉及个人资料时，使用的非大写术语和表述，例如“个人资料”、“处理”等，将根据 GDPR 所赋予的含义进行解释。此外，就 BCR 而言，本协议中所载的大写术语将具有下文赋予其的含义。

- **Adequate Country** means a country that ensures an adequate level of protection according to an “adequacy decision” adopted by the European Commission, the latter having the power to determine whether a third country ensures an adequate level of protection for Personal Data by reason of its domestic law or the international commitments it has entered into with.
“充足国家”指根据欧盟委员会通过的“充分性决定”确保充分保护水平的国家，欧盟委员会有权决定第三国是否根据其国内法或与其签订的国际协议确保了对个人资料的充分保护水平。
- **Client** means external organizations or corporations establish in the EU or the EEA, that ask the Sodexo Group to perform services on their behalf for their employees / On-site personnel that are the end-users of these services, being the Controller.
“客户”指在欧盟或欧洲经济区设立的，要求索迪斯集团代表其为其雇员/现场人员（即该等服务的最终使用者）提供服务的外部组织或公司，即“控制方”。
- **Controller** means the entity that determines the purposes and means of the Personal Data processing.
“控制者”指决定个人资料处理的目的和方法的实体。
- **Data Exporter** means a Controller (or, where permitted, a Processor) established in the EU that transfers Personal Data to a Data Importer.
“数据输出方”指在欧盟设立的，将个人资料传输至“数据输入方”的控制方（或在允许情况下的“处理者”）。
- **Data Importer** means a Controller or Processor located in a third country that receives Personal Data from the Data Exporter.
“数据导入者”指设在第三国的控制员或处理员，其从数据导出者接收个人资料。
- **Data Subject** means an identified or identifiable individual whose Personal Data is concerned by processing within the Sodexo Group, including the Personal Data of Sodexo’s current, past and prospective applicants, employees, clients, consumers/beneficiaries, suppliers/vendors, contractors/subcontractors, or any third parties.

“**数据主体**”指索迪斯集团内部处理涉及其个人资料的已识别或可识别个人，包括索迪斯集团当前、过去和未来的申请人、雇员、客户、消费者/受益人、供货商/卖主、承包商/分包商或任何第三方的个人资料。

— **EDPB** means the European Data Protection Board. It is an independent European body, which contributes to the consistent application of data protection rules throughout the European Union and promotes cooperation between the EU’s data protection authorities.

“**欧洲数据保护委员会**”指欧洲数据保护委员会。它是一个独立的欧洲机构，为数据保护规则在整个欧盟的一致应用做出贡献，并促进欧盟数据保护部门之间的合作。

— **EU** means the European Union.

“**欧盟**”指欧洲联盟。

— **EEA** means the European Economic Area.

“**欧洲经济区**”指欧洲经济区。

— **General Data Protection Regulation or GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

通用数据保护条例或 GDPR 是指欧洲议会和理事会于 2016 年 4 月 27 日通过的关于在处理个人资料时保护自然人和该等数据自由流动的条例 (EU)2016/679，并废止第 95/46/EC 号指令。

— **Group Data Protection Officer** means the person appointed with Sodexo Group Executive Committee endorsement to oversee data privacy issues at the Sodexo Group level to define and spread Sodexo data protection compliance program and good practices relating to data privacy and to ensure their implementation as set out in Rule 20.

“**集团数据保护官**”指经索迪斯集团执行委员会任命，在索迪斯集团层面监督数据隐私问题的人，其职责是制定和推广索迪斯数据保护合规计划和与资料隐私有关的良好做法，并确保其实施。

— **Local Single Data Protection Point of Contact** means the individual appointed by a Sodexo entity, in charge of handling local data privacy issues. In some cases, the Local Single Data Protection Point of Contact can be appointed as Local Data Protection Officer where required by applicable data protection law.

“**本地单一数据保护联络人**”指由索迪斯实体任命，负责处理本地数据隐私问题的人。在某些情况下，本地单一数据保护联络员可按适用数据保护法律的要求被任命为本地数据保护官。

— **Personal Data** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

个人资料是指与已识别或可识别的自然人有关的任何信息；可识别的自然人是指能够直接或间接识别的自然人，特别是通过参考诸如姓名、身份号码、位置数据、网上标识符等标识符，或通过参考该自然人的物理、生理、基因、精神、经济、文化或社会特征的一个或多个特定因素来识别的自然人。

- **Personal Data Breach** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
 “**个人资料泄露**”指任何导致意外或非法销毁、丢失、更改、未经授权披露或访问所传输、存储或以其他方式处理的个人资料的安全违反。
- **Processing or Personal Data Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 “**处理**”或“**个人资料处理**”指对“**个人资料**”或“**对多组个人资料**”进行的任何操作或一系列操作，无论是否通过自动方式，如收集、记录、组织、构造、存储、修改或更改、检索、咨询、使用、通过传输、传播或以其他方式提供而披露、调整或合并、限制、删除或销毁。
- **Processor** means the individual or legal entity, agency or any other body who processes Personal Data on behalf of the Controller.
 “**处理人**”指代表控制方处理“**个人资料**”的自然人或法人、代理机构或任何其他实体。
- **Sensitive Personal Data** designated as “Special Categories of Data” under the GDPR means any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. This definition includes also Personal Data relating to criminal convictions and offences.
 “**通用数据保护条例**”项下指定为“**特殊数据类别**”的**敏感个人资料**指任何披露种族或民族出身、政治观点、宗教或哲学信仰、工会成员身份和基因数据处理的个人资料、用于唯一识别自然人身份的生物识别数据、有关健康的数据或有关自然人的性生活或性取向的数据。此定义也包括与刑事定罪和罪行有关的个人资料。
- **Sodexo Global Data Protection Program** means the program presented and validated by the Group Data Protection Officer to the Sodexo Group Executive Committee.
 “**索迪斯全球数据保护计划**”指由集团数据保护官员向索迪斯集团执行委员会提交和批准的计划。
- **Sodexo Group or Sodexo entity or Sodexo entities or Processor Policy members** means any company or economic interest which is directly or indirectly owned by Sodexo with at least 50% of the share capital and voting rights and which is bound with the Sodexo Binding Corporate Rules.
 “**索迪斯集团**”或“**索迪斯实体**”或“**索迪斯实体**”或“**处理者政策成员**”指索迪斯直接或间接拥有至少 50% 的股本和投票权的任何公司或经济实体，该等公司或经济实体受索迪斯有约束力的公司规章的约束。
- **Supervisory Authority** means an independent public authority which is established by a Member State as specified in the GDPR.
 “**监督机构**”指由成员国按照“**通用数据保护条例**”的规定建立的独立的公共机构。

Appendix 2 - Global Data Collection and Data Retention Policy (Processor)

附件 2 - 全球数据收集和数据保留政策（处理者）

PREAMBLE

序言

Sodexo is committed to protecting the privacy of its employees, clients, consumers and any other individuals and has implemented robust privacy policies, programs and practices. In particular, when Sodexo, being a Processor, carries out Personal Data Processing under the documented instructions of a Controller.

Sodexo 致力于保护其雇员、客户、消费者和任何其他个人的隐私，并已实施健全的隐私政策、方案和做法。特别是，当索迪斯作为处理者在控制方的书面指令下执行个人资料处理时。

In order to meet best practices on Personal Data retention, Sodexo has adopted a Global Data Retention Policy. The present Policy describes how Sodexo, when it acts as a Processor, follows the principles of the GDPR and any other applicable laws and therefore how Sodexo ensures the protection of the rights and freedoms of the individuals.

为了满足个人资料保存方面的最佳做法，Sodexo 通过了一项全球资料保存政策。本政策描述了索迪斯作为处理者如何遵循《通用数据保护条例》和任何其他适用法律的原则，以及索迪斯如何确保个人的权利和自由得到保护。

DEFINITIONS

定义

- **Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data. In this policy, Controller means a Client.

控制器是指单独或与他人共同决定个人资料处理的目的和方式的自然人或法人、公共权力机构、机构或其他团体。在本政策中，“控制方”指“客户”。

- **Data subject** means an identified or identifiable individual whose Personal Data is concerned by processing within the Sodexo, including the Personal Data of Sodexo's current, past and prospective applicants, employees, clients, consumers/beneficiaries, suppliers/vendors, contractors/subcontractors, or any third parties.

数据主体是指其个人资料在 Sodexo 内部处理中涉及的已识别或可识别个人，包括 Sodexo 当前、过去和未来的申请人、雇员、客户、消费者/受益人、供货商/卖主、承包商/分包商或任何第三方的个人资料。

- General Data Protection Regulation or GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

通用数据保护条例或 GDPR 是指欧洲议会和理事会于 2016 年 4 月 27 日通过的关于在处理个人资料时保护自然人和该等数据自由流动的条例 (EU)2016/679, 并废止第 95/46/EC 号指令。

- Personal Data** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

个人资料是指与已识别或可识别的自然人有关的任何信息；可识别的自然人是指能够直接或间接识别的自然人，特别是通过参考诸如姓名、身份号码、位置数据、网上标识符等标识符，或通过参考该自然人的物理、生理、基因、精神、经济、文化或社会特征的一个或多个特定因素来识别的自然人。

- Personal Data Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

个人资料处理是指对个人资料或对多组个人资料进行的任何操作或一系列操作，无论是否通过自动方式，如收集、记录、组织、构造、存储、改编或更改、检索、查询、使用、通过传输、传播或以其他方式提供而披露、调整或组合、限制、删除或销毁。

- Sodexo entity or Sodexo entities** means any corporation, partnership or other entity or organization which is admitted from time to time as member of the Sodexo Group.

Sodexo 实体是指不时被认可为 Sodexo 集团成员的任何公司、合伙企业或其他实体或组织。

HOW TO ASSIST THE CONTROLLER IN COMPLYING WITH ITS STORAGE LIMITATION REQUIREMENT

如何协助控制方遵守存储限制要求

- Complying with the instruction of the Controller regarding Personal Data retention period
 遵守控制方关于个人资料保存期限的指示

The Processor always needs to comply with the instructions of the Controller during the Personal Data Processing. This also applies to the deletion of the Personal Data at the end of the life cycle of the Processing.

在个人资料处理过程中，处理者始终需要遵守控制方的指示。这也适用于在处理周期结束时删除个人资料的情况。

Personal Data will therefore always be kept and/or deleted and/or anonymized under the instructions of the Controller in compliance with the Personal Data retention period set out by it, provided that such instructions do not conflict with applicable local laws.

因此，个人资料将始终在控制方的指示下保存及/或删除及/或匿名化，并遵守控制方设定的个人资料保存期限，但前提是，该等指示不与适用的本地法律相冲突。

Therefore, if during the performance of the contract, the Controller further instructs Sodexo to delete or return some of the Personal Data processed, Sodexo will have to comply with this instruction (provided that such instruction does not conflict with applicable local laws).

因此，如果在履行合同期间，控制方进一步指示索迪斯删除或返还其处理过的一些个人资料，索迪斯将必须遵守该指示（前提是，该等指示不与适用的本地法律相冲突）。

Sodexo will dispose of Personal Data only in a secure manner in accordance with the Group Information & Security Policy

索迪斯将仅根据“集团信息与安全政策”以安全方式处理个人资料。

b. Termination of the contract
合同终止

Sodexo and its sub-processors (if any) will request the Controller to determine its choice with regards to the deletion or return or anonymization of the Personal Data. The choice will be specified in the contract or other binding document with that Controller.

索迪斯及其子处理器（如有）将要求控制方决定其对个人资料的删除、返还或匿名化的选择。该选择将在合同或与控制方有约束力的其他文件中指定。

On termination of the provision of the services relating to the Personal Data Processing, Sodexo as Processor and its sub-processors (if any), will act in accordance with the choice of the Controller expressed in the contract and delete, anonymize or return all the Personal Data transferred and the copies thereof to the Controller and will demonstrate that it has done so by providing an attestation to the Controller. This attestation should include at least the date of the deletion or anonymization, the list of Personal Data deleted or anonymized and the signature of the business owner concerned and the Data Protection Officer or the Local Single Data Protection Point of Contact. If applicable local laws set out a mandatory data retention period of the Personal Data and requires Sodexo to retain the Personal Data accordingly, Sodexo warrants that it will guarantee the confidentiality of the Personal Data and will not actively process the Personal Data anymore except for the purpose for which it is legally retained.

在终止提供与个人资料处理相关的服务时，索迪斯作为处理器及其子处理器（如有）将根据合同中表达的控制方的选择采取行动，并将所传输的所有个人资料及其副本删除、匿名化或返还给控制方，并将通过向控制方提供证明来证明其已经这样做。该证明应至少包括删除或匿名化的日期、删除或匿名化的个人资料清单以及相关企业主和数据保护官员或本地单一数据保护联络点的签名。如果适用的本地法律规定了个人资料的强制资料保存期限，并要求索迪斯相应地保存个人资料，索迪斯保证保证个人资料的保密性，并不再主动处理个人资料，除非是为了合法保存的目的。

If the Controller has not contractually expressed its choice, Sodexo shall request the Controller to communicate its decision regarding the Personal Data at the termination date of the contract, at the latest.

如果控制方没有以合同形式明确其选择，索迪斯应最迟在合同终止之日要求控制方告知其关于个人资料的决定。

Finally, Sodexo acting as Processor will inform each Sodexo entity to whom the Personal Data has been sub-processed of any deletion or anonymization of data and will require from each Sodexo entity aforementioned to do the same.

最后，索迪斯作为处理者将通知接受个人资料转处理的索迪斯实体有关个人资料的任何删除或匿名化的信息，并要求上述索迪斯实体采取同样的行动。

Appendix 3 - BCR Cooperation Procedure 附录 3: BCR 合作程序

1. This Cooperation Procedure sets out the way in which Sodexo entities adhering to the BCR shall cooperate with their competent Supervisory Authorities on any request or issue related to the implementation, the interpretation or the application of the BCR.
本合作程序规定了遵守 BCR 的索迪斯实体应如何就涉及 BCR 的执行、解释或适用的任何请求或问题与其主管监管机构进行合作。
2. Sodexo entities adhering to the BCR shall make the necessary personnel available for dialogue with the competent Supervisory Authorities.
遵守 BCR 的索迪斯实体应配备必要的人员以便与主管监管机构进行对话。
3. Sodexo entities adhering to the BCR shall comply with any decisions or advice made by the competent Supervisory Authorities on any data protection law issues that may affect the implementation, the interpretation or the application of the BCR.
遵守 BCR 的索迪斯实体应遵守主管监管机构就任何可能影响 BCR 的执行、解释或适用的数据保护法律问题作出的决定或建议。
4. Sodexo entities adhering to the BCR shall actively review and consider the guidelines, recommendations and best practices issued or endorsed by the European Data Protection Board that may affect the implementation, the interpretation or the application of the BCR.
遵守 BCR 的索迪斯实体应积极审查和考虑欧洲数据保护委员会发布或认可的可能影响 BCR 的执行、解释或适用的指南、建议以及最佳实践。
5. Sodexo entities adhering to the BCR agree to abide by a formal decision from the competent Supervisory Authorities, on any issues related to the implementation, the interpretation or the application of the BCR.
遵守 BCR 的 Sodexo 实体同意遵守主管监管机构就任何与 BCR 的执行、解释或应用有关的问题作出的正式决定。
6. Sodexo entities adhering to the BCR shall communicate without undue delay to the competent Supervisory Authorities any material changes to the BCR in accordance with the Updating Procedure (Appendix 4 of the BCR).

遵守 BCR 的索迪斯实体应根据更新程序（BCR 附录 4）及时向主管监管机构通报 BCR 的任何重大变化。

7. Sodexo entities adhering to the BCR shall answer to any request for information or complaint from the competent Supervisory Authorities.
遵守 BCR 的索迪斯实体应答复主管监管机构的任何信息要求或投诉。
8. Upon request, Sodexo entities adhering to the BCR shall provide the competent Supervisory Authorities with a copy of the results of any assessment of compliance with the BCR and/or other documentation requested, and the ability to conduct an audit of Sodexo entities adhering to the BCR for the purpose of reviewing compliance with the BCR.
应要求，遵守 BCR 的索迪斯实体应向主管监管机构提供其遵守 BCR 的评估结果副本和/或其要求的其他档，并要求主管监管机构能够对遵守 BCR 的索迪斯实体进行审计，以审查其遵守 BCR 的情况。

Appendix 4 - BCR Updating Procedure 附录 4: BCR 更新程序

Preamble

序言

1. This Updating Procedure sets out the way in which Sodexo shall communicate changes to the BCR to the competent Supervisory Authorities, the Clients, the Data subjects and to the Sodexo entities adhering to the BCR.
本更新程序规定了索迪斯向主管监管机构、客户、数据主体以及遵守 BCR 的索迪斯实体传达 BCR 变更的方式。

Material changes

重大变化

2. Sodexo will communicate promptly any material changes to the BCR (understood as any changes that would possibly affect the level of the protection offered by the BCR or which would significantly affect the BCR, such as changes to the binding character of the BCR) to the relevant Supervisory Authorities, via the Commission Nationale de l'Informatique et des Libertés ("CNIL"), acting as Sodexo's lead Supervisory Authority.
索迪斯将通过作为索迪斯主要监管机构的国家信息和自由委员会（“国家信息和自由委员会”）及时向有关监管机构传达 BCR 的任何重大变更（被理解为可能影响 BCR 所提供的保护水平或将对 BCR 产生重大影响的所有变更，例如 BCR 的约束力的变更）。
3. Where a material change to the BCR affects the conditions under which Sodexo processes Personal Data on behalf of a Client under the terms of a contract or other binding document that Sodexo has signed with that Client, Sodexo shall:
如果 BCR 的重大变更影响到索迪斯根据其与客户签署的合同或其他对客户具有约束力的档的条款代表客户处理个人资料的条件，索迪斯应：
 - a. Communicate the proposed change before implementing it, and with sufficient notice to enable the affected Client to object; and
在执行拟议变更之前，向客户传达该拟议变更，并应发出充分的通知，以便受影响的客户能够提出反对意见；及
 - b. Allow the Client to suspend the transfer of Personal Data to Sodexo and/or terminate its relationship with Sodexo, in accordance with the terms of its contract or other binding document with Sodexo.
根据其于索迪斯之间的合同或其他对索迪斯具有约束力的档的条款，允许客户暂停向索迪斯传输个人资料和/或终止其与索迪斯的合作关系。

Administrative changes

行政管理变化

4. Sodexo will communicate changes to the BCR which are administrative in nature (including changes in the list of Sodexo entities adhering to the BCR) to the relevant Supervisory Authorities, via the CNIL at least once a year. Sodexo will also provide a brief explanation of the reasons for any communicated administrative changes to the BCR.

Sodexo 将至少每年一次通过 CNIL 向主管监管机构沟通 BCR 的行政管理变化（包括遵守 BCR 的 Sodexo 实体名单的变化）。对于与主管监管机构沟通的任何行政管理变化，Sodexo 还将简要解释原因。

Communication to Data Subjects and Sodexo entities adhering to the BCR **对数据主体和遵守 BCR 的索迪斯实体的沟通**

5. Sodexo shall communicate without undue delay all changes to the BCR, whether administrative or material in nature, to the Sodexo entities adhering to the BCR and to the Clients.

索迪斯应毫不延误地向遵守 BCR 的索迪斯实体以及客户传达所有 BCR 的变更，无论是行政性质还是重大性质的变更。

6. Sodexo shall communicate administrative or material changes to the Data subjects who benefit from the BCR via Sodexo's intranet and official website.

索迪斯应将行政或重大变更通过索迪斯的内部互联网和官方网站传达给从 BCR 中受益的资料主体。

Role of the Group Data Protection Officer **集团数据保护官的作用**

7. The Group Data Protection Officer, with the support of the Global Data Protection Office, will (i) keep a fully updated list of Sodexo entities adhering to the BCR and of the sub-processors involved in the data processing activities for the Clients (acting as controller); (ii) make accessible to the Clients (acting as controller), the Data Subjects and the Supervisory Authorities the above-mentioned fully updated list; and (iii) keep track of and record any updates to the BCR and provide the necessary information systematically to the Clients (acting as controller) and/or Supervisory Authorities upon request.

集团数据保护官，在全球数据保护办公室的支持下，将（i）全面更新遵守 BCR 的索迪斯实体和参与客户（作为控制人）数据处理活动的子处理者的名单；（ii）向客户（作为控制人）、数据主体和监管机构提供上述全面更新的名单；及（iii）跟踪并记录 BCR 的任何更新，并应要求向客户（作为控制人）和/或监管机构系统地提供必要信息。

8. Sodexo shall ensure that no transfer is made to a new Sodexo entity as long as this entity is not effectively bound by the BCR or any other appropriate safeguards and cannot ensure compliance with the BCR.

索迪斯应确保，只要索迪斯的新实体不受 BCR 或任何其他适当的保障措施的有效约束并且不能确保遵守 BCR，索迪斯不得向该新实体进行转让。

Appendix 5 - Sodexo Global Data Protection Policy

附件 5 - 索迪斯全球数据保护政策

Link to the Sodexo Global Data Protection Policy published on Sodexo SA corporate website.
索迪斯网站上发布的“索迪斯全球数据保护政策”的连结。

Appendix 6 - Global Data Protection Rights Management Policy 附件 6 - 全球数据保护管理政策

Link to the Global Data Protection Rights Management Policy published on Sodexo SA corporate website.

索迪斯公司网站上发布的全球数据保护管理政策连结。

Appendix 7 - Description of the material scope of the Processor Policy 附件 7 - 处理者政策的具体范围描述

Types of Personal Data Processing carried out and/or contemplated and purposes 已进行和/或拟进行的个人资料处理类型和目的	Categories of Data Subjects concerned 有关资料主体的类别	Categories of Personal Data processed 处理的个人资料类别	List of countries of destination 目的地国家名单
<ul style="list-style-type: none"> - Performance of the services provided by Sodexo on behalf of Clients (e.g., Facilities Management services, food services, some of the Benefits & Rewards services¹¹). 	<ul style="list-style-type: none"> - Clients (current or potential business contacts) 客户（当前或潜在的业务联系人） 	<ul style="list-style-type: none"> - Identification data (civil status, identity...) 身份数据（公民身份、身份...） - Professional life 职业生活 	<ul style="list-style-type: none"> - All countries where Sodexo entities operate. 索迪斯实体开展业务的所有国家/地区。

11₁₁ Services provided by Sodexo on behalf of Clients:

11索迪斯代表客户所提供的服务包括：

- 11On-site services:
- 11现场服务：
 - 11Food services: catering, cafeteria, special dining, retail food operations and vending machines;
 - 11餐饮服务：餐饮、自助餐厅、特殊餐厅、食品零售经营和自动售货机；
 - 11Facilities Management services:
 - 11设施管理服务：
 - 11Soft Facilities Management services: cleaning, laundry, reception, help desk, security;
 - 11软设施管理服务：清洁、洗衣、接待、服务台、保安；
 - 11Hard Facilities Management: technical maintenance, electric maintenance, building maintenance.
 - 11硬件设施管理：技术维护、电气维护、建筑物维护。

索迪斯代表客户所提供的服务的履行情况（例如设施管理服务、餐饮服务、一些福利及奖励服务）。

■ Consumers/Beneficiaries (current or potential consumers or beneficiaries)
消费者/受益人（当前或潜在的消费者或受益人）

■ Connection data (e.g., credentials for authentication purposes, logs/interaction with the relevant IT applications, IP address)

连接信息（例如用于身份验证的凭证、相关信息技术应用程序的日志/交互、IP 地址）

- 11 Benefits and Rewards services:

- 11 福利及奖励服务：

- 11 Employee Benefits: Sodexo develops Meal Pass or Gift Pass to attract and retain employees and improve organizational efficiency
- 11 员工福利：索迪斯开发了餐券（Meal Pass）和礼品券（Gift Pass）以吸引和留住员工并提高组织效率。
- 11 Diversification: Sodexo offers simple and easy-to-access solutions to meet mobility challenges, as well as health and wellness, and incentive and recognition via unique platforms such as fuel cards, Mobility Pass travel booking and management of business expenses.
- 11 多样化：索迪斯通过独特的平台，如燃料卡、移动通行证（Mobility Pass）旅行预订和业务费用管理，提供简单易用的解决方案以应对流动性挑战、健康和保健、奖励和认可。

11 Depending on the local regulation, for these services the Sodexo entities can be considered as processors.

11 根据当地法规，对于这些服务，索迪斯实体可被视为处理者。

