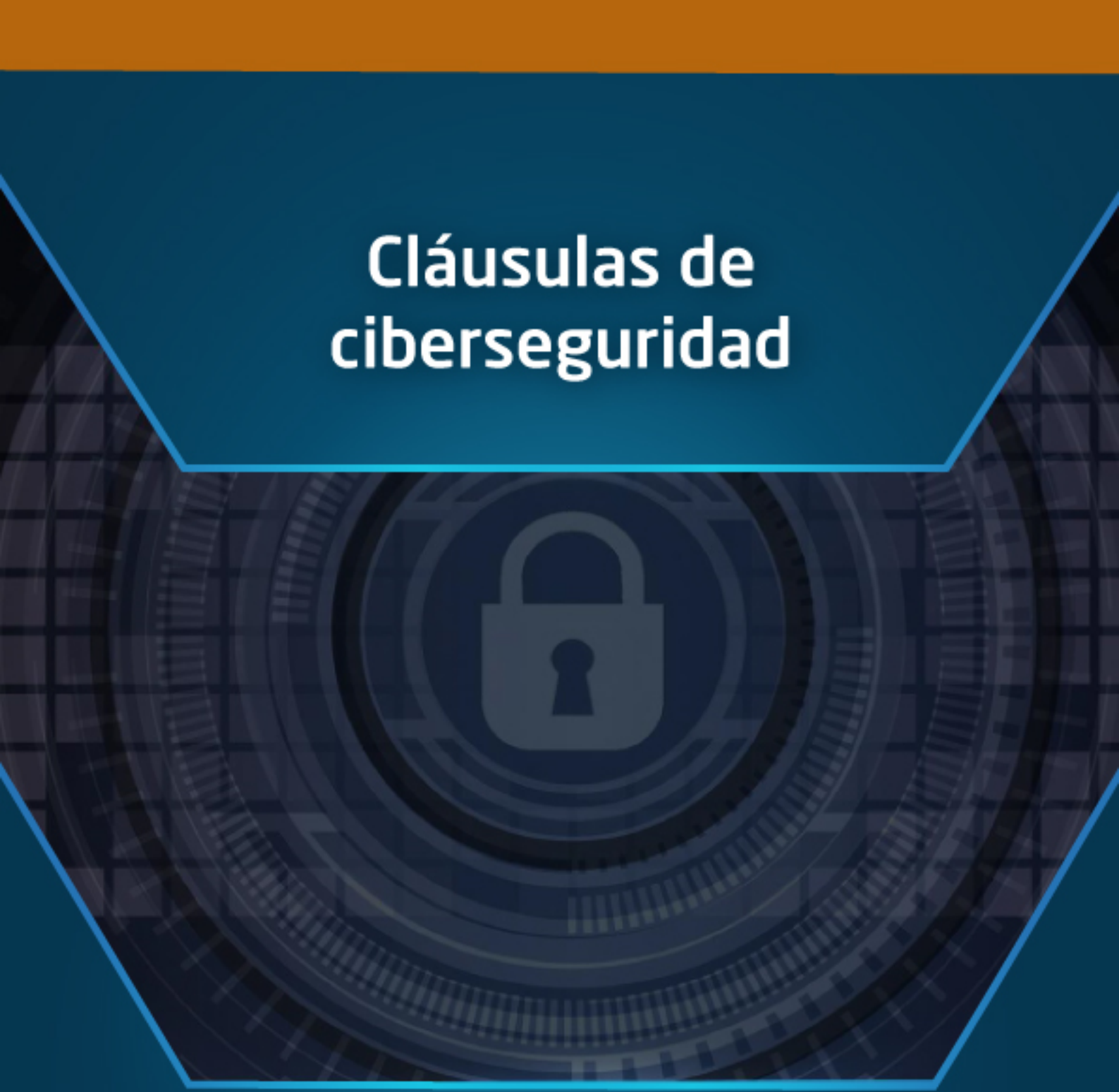
Cláusulas de ciberseguridad



GRUPO POPULAR

Plataform As A Service

1. **Infrastructure security.** To ensure the integrity, confidentiality, and availability of all the information and data of Grupo Popular and its subsidiaries, and mitigate the threat, risk, and impact of improper use and external or internal abuse thereof, **THE PROVIDER** must apply the following information security requirements:

    a. install industry best practice network firewalls between servers and gateways to the public network to exclude communication protocols not needed to process Internet traffic.
    b. Protect access to all equipment, of any nature, including communications equipment, servers, perimeter equipment, at a minimum, through a combination of user identification (ID) and secret password, without this implying a limitation to implement additional access and authentication security measures.
    c. Change passwords at least every ninety (90) days or more frequently.
    d. Ensure that their teams are located in physically safe areas and have alternate sites in case of natural disasters, cases of force majeure or induced.
    e. Reinforce the security of all the equipment that is used to process, store or transmit data and information of **BANCO POPULAR**, by virtue of the execution of this contract, such reinforcement must include, among others, the elimination of all privileges and services except those that are essential for the execution of the operations for which said servers are installed.
    f. Record all activity on the infrastructure (Communications equipment, Servers, Perimeter equipment) or audit logs, in an appropriate manner for a continuous period and online according to industry best practices or for an online retention period according as requested by Grupo Popular.
    g. **BANCO POPULAR** reserves the right to carry out penetration tests on the services offered by **THE PROVIDER**

PARAGRAPH I: To guarantee compliance with the information security requirements of **BANCO POPULAR**, current legal regulations on the matter, and the best practices in the industry for information backup and recovery, **THE PROVIDER** must:

a. Implement appropriate backup measures, including storage of backup data files in secure locations off the processing site, to enable efficient system recovery.
b. Facilitate the resumption of critical applications and business activities in a timely manner after an emergency or disaster.
c. Maintain a documented disaster recovery and/or contingency plan for each critical system related to **BANCO POPULAR** and for business applications and test it annually.
d. Periodically review all previously defined security controls to ensure they are still in place.

PARAGRAPH II: BANCO POPULAR reserves the right to carry out periodic reviews related to compliance with the controls agreed in this contract. If any finding is identified in any of the infrastructures of **THE PROVIDER**, it will be reported to them, and **THE PROVIDER** must commit to correct it according to best industry practices.

2. **Compliance**. **THE PROVIDER** guarantees that the systems, licenses or subscriptions for solutions that are being contracted and that handle Personally Identifiable and Transactional Information will process it in accordance with this agreement, including, but not limited to, privacy or data protection, to all prohibitions of misuse and unfair and deceptive practices, and applicable policies, rules and laws, such as the Payment Card Industry Data (PCI DSS) and Security Standards.

3. **Data security incidents and other breaches**. **THE PROVIDER** will notify **BANCO POPULAR** immediately in the event of a breach of its obligations, in the event that data protection is affected, or any other Data Security Incident, but in no case more than 24 hours after **THE PROVIDER** knows or reasonably suspect such an event. At **THE PROVIDER**'s expense, **THE PROVIDER** will assist and cooperate with **BANCO POPULAR** regarding disclosures to affected parties, the government or regulatory bodies, and other corrective measures as reasonably requested by **BANCO POPULAR** or as required by any applicable law or regulation. applicable privacy or data protection, such cooperation will always include the following:

a. **THE PROVIDER** will promptly investigate said Data Security Incident and will take all reasonable and necessary measures to identify and mitigate its effects, and with the prior written agreement of **BANCO POPULAR**, to carry out any recovery or other action necessary to remedy the Security of the Data. Data;
b. **THE PROVIDER** must expeditiously provide **BANCO POPULAR** with all available information and reports, whether draft or finalized, regarding the incident and must prepare a summary based on **THE PROVIDER**'s full knowledge of the potential impact of the Data Security Incident and the response to actions taken or planned by **THE PROVIDER**.
c. As soon as reasonably possible, **THE PROVIDER** will provide **BANCO POPULAR** with a list of names of the natural persons potentially affected, and any other known contact information.
d. At the request of **BANCO POPULAR** and at the expense of **THE PROVIDER**, **THE PROVIDER** must adequately notify and remedy the persons whose Personally Identifiable Information has or could reasonably have been affected by the Data Security Incident.
e. **THE PROVIDER** may not disclose the existence of the Data Security Incident or any related information without the prior written approval of **BANCO POPULAR**, except when necessary to inform insurers, external legal team advisors and public relations related to **BANCO POPULAR**, in that sense is going to be required to follow the applicable law or regulations, in which case you must provide **BANCO POPULAR** reasonable prior notice were permitted by law to do.