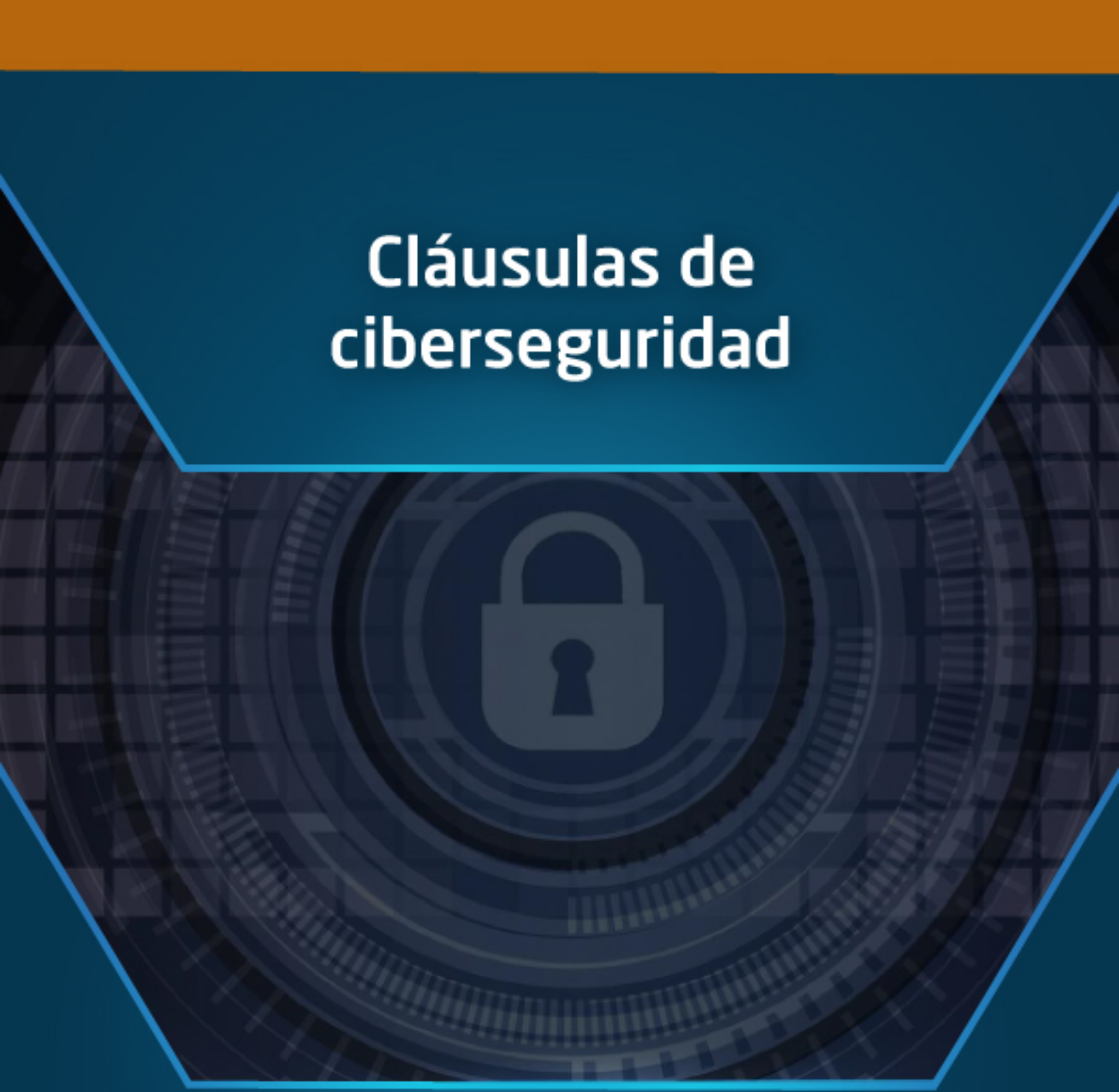
Cláusulas de ciberseguridad



GRUPO POPULAR

Software As A Service

1. **Logical access control. THE PROVIDER**, in compliance with the requirements for security control for access to systems or Software, must guarantee the following:
   a. Protect the confidentiality of all passwords or access codes assigned to **THE PROVIDER.**
   b. Have a password policy under which its personnel, including employees, subcontractors and/or service suppliers, manage the password change every ninety (90) days, avoiding trivial or obvious passwords, in accordance with the best standards of security.
   c. Timely withdraw the logical access privileges of THE PROVIDER's personnel, including employees, subcontractors and/or service suppliers who, either by internal transfer or cessation of the relationship with THE PROVIDER, or cease to be involved, for whatever reason, in the processing of information and data of BANCO POPULAR.

2. **Staff responsibilities. THE PROVIDER** will be directly responsible for the efforts that its personnel carry out by virtue of the execution of this agreement and in relation to the information of **BANCO POPULAR**. **THE PROVIDER** will guarantee that all devices used by its employees or its subcontractors, which are connected to **BANCO POPULAR**'s processing environment, comply, and remain in compliance with the following security requirements:

   a. All device-resident software and operating system patches must have industry-standard anti-malware software installed, running, and up to date with the latest signature file, and installed and active with the type security product. industry-accepted standard personal firewall.
   b. All staff of **THE PROVIDER**, whether employees, officials, subcontractors, and service suppliers who are going to work directly with information that belongs to **BANCO POPULAR**, must show or endorse security training based on their function (Development, infrastructure, security, database, etc..) with respect to industry-accepted good security practices.
   c. **THE PROVIDER** must ensure that the software has been developed according to the provision of the service, and it is under the best practices of secure development methodologies.

3. **Infrastructure security.** To ensure the integrity, confidentiality, and availability of all the information and data of Grupo Popular and its affiliated companies 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, configure, and activate a comprehensive intrusion protection system (network and host), in accordance with industry best practices, so that it

continuously prevents, detects, and reports the occurrence of unauthorized network attacks and against your systems, including, but not limited to, penetration attempts, denial-of-service attacks, and excessive polling, this list being illustrative and not limiting.

b. Install network firewalls, based on industry best practices, between servers and gateways to the public network to exclude communication protocols not needed to process Internet traffic.
c. Protect the information of **BANCO POPULAR** against unauthorized disclosure during its transit through public networks, or its authorized personnel, its clients, or subcontractors, guaranteeing the security of the data owned by **BANCO POPULAR**, using encryption techniques based on the best accepted practices in the industry.
d. Protect access to all equipment, of any nature, including communications equipment, servers, databases, and/or perimeter equipment, at a minimum, through a combination of user identification (ID) and secret password, without this implies a limitation to implement additional access and authentication security measures.
e. Change passwords at least every ninety (90) days or more frequently.
f. Ensure that their teams are located in physically safe areas and have alternate sites in cases of natural disasters, cases of force majeure or induced.
g. 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 access and service privileges except those that are essential for the execution of the operations for which said servers are installed.
h. Implement security analysis tools or description of the process used to periodically report the status of each piece of equipment and verify that all configurations, parameters, and options are in accordance with the agreed hardening status for that device and to detect unauthorized changes and updates necessary from the baseline of the approved configuration.
i. Identify vulnerabilities and threats, and implement a continuous investigation process with reliable sources for these that may impact the operating environments or platforms used by **THE PROVIDER** for the processing of **BANCO POPULAR** data,

PARAGRAPH I: To mitigate the threat, risk and impact of computer viruses, worms, Trojan horses, and other types of malicious software, collectively called "malware", **THE PROVIDER** must:

a) Install, configure, activate, and keep updated anti-malware software with anti-exploitation prevention capacity based on the best practices accepted in the industry, on all computers that process or store transactions and any other data of **BANCO POPULAR**. Such anti-malware software must be configured to automatically invoke it at boot and run interactively continuously, on all devices where it is installed.

PARAGRAPH II: In order to maintain the integrity, confidentiality and security in general of all databases and data files used to store information and data of **BANCO POPULAR**, **THE PROVIDER** must:

a) Implement database security analysis tools to periodically review database configurations to ensure compliance of expected database configurations with industry best practices.
b) Properly and securely, delete and destroy all instances of any **BANCO POPULAR** information or data and printed material to ensure that unauthorized persons cannot recover transactions and other data.
c) Record all activity in the infrastructure (Communications equipment, Servers, Database, Perimeter equipment) or audit logs, in an appropriate manner for a continuous period and online according to industry best practices or for a retention period online as requested by Grupo Popular.

PARAGRAPH III: 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 and for business applications related to **BANCO POPULAR**, which must be reviewed annually to be approved.

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.

4. **Control of changes in systems. THE PROVIDER** must guarantee compliance with the requirements of **BANCO POPULAR**, of current legal regulations on the matter, and of the best practices accepted in the industry, for exchange controls, in accordance with the following guidelines, including but not limited to:

    a. Develop, test and document each change in accordance with change management and control standards, procedures, and processes, preserving the continuous logical integrity of data, programs and audit trails.
    b. Carry out pretesting, static, and dynamic code review whenever a system update iscarried out before being delivered to Grupo Popular, to guarantee good safe development practices.

5. **Compliance**. **THE PROVIDER** guarantees that the systems, licenses, or subscriptions for solutions that are being contracted and handle with 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.

6. **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 the 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;
   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.