

Cláusulas de ciberseguridad



GRUPO POPULAR



Confidential Information

1. **Confidential Information.** - **THE PARTIES** will engage in a confidentiality agreement for all the information provided under this contract, as well as to all the information obtained from each party during its validity and activities. This will apply for the contract itself and once the contract is terminated or rescinded, the parties won't be able to reveal this information to any natural or legal person, or use it for their own interest, directly or indirectly, and the information may only be used to execute this contract.
 - a) **THE PARTIES** state that the negotiations carried out (or the project to be developed jointly) between the owner of the information described below, hereinafter the Discloser, and the recipient thereof, hereinafter the Recipient, have involved or will involve written disclosure or verbal and communication to the Recipient by the Discloser or by members of his work team, only for documents owned or controlled by any of the aforementioned, which may include, but is not limited to financial information, business plans, personal information, drawings, examples and prototypes of artifacts, demonstrations, trade secrets, technical information, computer systems and software, research results, customer lists and other data in oral or written form technology related.
 - b) For these purposes, each party will indicate to the other party, in writing, who will be the persons within their organization that will be authorized to deliver and/or receive the Information, as the case may be.
 - c) Confidential Information, and all rights that have been or will be disclosed to the Recipient, shall remain property of the Discloser. The Recipient will not obtain any right, of any kind, over the information, nor any right to use it, except for the purpose of this agreement. Disclosure of Confidential Information does not imply the license of any patent or copyright right or any other rights on the part of the Discloser, other than those set forth herein.
 - d) Unless otherwise agreed in writing, "confidential information" will be used only for the purposes for which it is provided and may only be disclosed in a restricted manner to employees or others with a need to know. The representatives, employees, and agents of each of **THE PARTIES** will be required to comply with the provisions of this Article and the party receiving the information will be civilly liable for non-compliance with the same by their representatives, agents or employees.
 - e) The party receiving the information must notify in writing and immediately, within a period not exceeding 24 hours, to the party issuing the same, the cases in which it



is forced by regulatory, legal and / or judicial provisions to reveal the " confidential information" shared by the Discloser. In this sense, the receiving party must send the confidential information that will be shared with the regulatory or judicial entities.

- f) For their part, **THE PARTIES** acknowledge and accept that all the information that they or their employees or representatives may receive from their counterparty, which is related to this or their clients and/or their related companies, including any information related to the matters, businesses, methods, accounts, transactions and other information, regardless of its nature, will be considered the property of the party that supplies it with an absolutely confidential nature and may not be, during the term of this agreement or after its termination, disclosed to third parties or allow it to be disclosed to any other person or company, nor may it be used for the personal benefit of the other party or its employees, representatives and related parties. **THE PARTIES**, as well as their employees or representatives, must take all measures and precautions required to safeguard and maintain the confidentiality of all information received from the other party. Understanding that the violation of the present article by any representatives, agents, or employees of any of **THE PARTIES** will directly compromise their civil and penal responsibility, as well as that of representatives, agents, or employees.

2. Confidential identifiable personnel and/or transactional information. THE PROVIDER declares that the systems, licenses, or subscriptions of solutions that are the object of this agreement, maintain a reasonable level of special protection for the processing of confidential personal and transactional identification information according to their sensitivity, in addition to those protections for identification information personal and transactional information specified in this document. Confidential personally identifiable information will not be stored in the systems of **THE PROVIDER** of the technological solution, except when necessary to perform the services. When it is necessary to store sensitive personally identifiable information in a supplier system, the following additional information security requirements will apply:

- a. Where practicable, keeping sensitive and transactional information on systems or networks separate from other personally identifiable information or require special access rights to access sensitive personally identifiable information.
- b. Prohibitions imposed against the storage of sensitive personally identifiable and transactional information on portable computing devices or media, such as laptop computers, removable hard drives, USB flash drives, PDAs, or tapes, as well as the wireless transmission of unencrypted personal and transactional information.
- c. Use of enhanced encryption and other electronic security measures including, at a minimum, data at rest.



- d. Restrictions on physical and electronic access to sensitive personally identifiable and transactional information based on role requirements.
- e. Placing equipment and/or media containing sensitive personally identifiable and transactional information in secure areas to prevent unauthorized physical access or damage.
- f. Implementation of appropriate measures to limit physical access to sensitive personally identifiable and transactional information, including the use of electronic access control, CCTV, and intrusion detection systems; visitor entry control procedures; and control all access points including delivery and loading areas.
- g. In the event that **THE PROVIDER**, as the person responsible for the processing of personal and transactional data under the conditions described in this article, subcontracts the treatment service, it must ensure that the person in charge of the treatment meets the conditions for compliance with the provisions.

The obligations indicated in this clause and that are related to the secrecy and confidentiality of the information, will remain in force for the Parties even after the termination, rescission, or resolution of this agreement.

THE PROVIDER must guarantee **BANCO POPULAR** that its confidential information will be duly safeguarded; Said information or its components (such as data, files, software, procedures, etc.) cannot be combined or bundled with data or information from other clients of **THE PROVIDER**, even when adverse conditions exist.

Within ten (10) days of the end of the business or operation in question, the receiving party must return to the disclosing party all confidential information in its possession, unless that data or information is required to retain by law, or certain confidential documents that are under judicial investigation or required by litigation. In this case, the receiving party that will withhold the information by judicial request, must communicate this detail in writing to the disclosing party about the confidential information provided. Notwithstanding the foregoing, once the business or operation in question has concluded and unless otherwise agreed, within the term established above, **THE PARTIES** agree to return (or confirm the destruction of, or in the case of deletion of non-recoverable computerized, electronic or digital data,) all Confidential Information and all memorandums, notes, records, drawings, manuals, and other documents or materials (and all copies thereof, including “copies” in physical form and which have been converted to computerized, digital, or electronic media in the form of image, data, or word processing files either manually or by means of image capture) based on or including any Confidential Information. Upon return or destruction of such materials, an authorized official of the recipient will certify in writing, as requested by the disclosing party.