

Information Security Schedule

Term	Definition
Affiliate:	means an entity that, either directly or indirectly, controls, is controlled by, or is under common control with, the relevant entity, where “control” means the ability to direct the affairs of another by ownership, contract or otherwise.
Agreement:	means the agreement between the Client and the Supplier which incorporates this information security schedule.
Asset:	means: (i) any item or element of hardware, software or equipment that is or may be used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting data of any type); and (ii) any documentation (in whatever medium) that relates to the use or operation of such items and elements; and (iii) any data stored or transferred on the assets listed at (i).
Client:	means the person purchasing the Services under the Agreement.
Client Data:	means data that either: (a) the Client, or a person acting on its behalf, provides to the Supplier, or permits the Supplier to access, in connection with the Agreement; or (b) the Supplier creates or collects in connection with the Agreement; or (c) is derived from the data listed in (a) and (b).
Client Group:	means the Client and all its Affiliates (and “member of the Client Group” shall be construed accordingly).
Client System:	means a System or Asset which is owned by or reserved (in whole or in part) for operation by or on behalf of any member of the Client Group.
Data Subject:	means an identified or identifiable natural or legal person; an “identifiable” person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
Evidence:	means certification documentation that is no more than 12 months old, covers the scope of the Services, and provided by a reputable independent assessor. Such documentation could include: <ul style="list-style-type: none"> • SOC 2 Type II reports; • ISO27000 Certification reports; • PCI-DSS AOC certification reports; • Vulnerability Assessment and Penetration Testing (VAPT) reports; and • Regulatory Compliance reports (e.g. GDPR, FDA certifications).
Good Security Practice:	means measures and practices consistent with: <ol style="list-style-type: none"> (a) the technical and organizational measures and practices that are required by, or recommended in, internationally accepted management standards and codes of practice relating to Information Security (such as ISO/IEC 27001 (Information Security Management Systems – Requirements) and ISO/IEC 27002 (Code of Practice for Information Security Management)); and (b) accepted management standards and codes of practice relating to technical security (such as NIST SP 800-161); and (c) security standards and guidelines (including generally accepted principles regarding the segregation of the duties of governance, implementation, administration and control) and techniques such as strong authentication, access control and auditing, “least privilege” assignment, all as reasonably made available to the general public or information security practitioners and stakeholders by generally recognized authorities and organizations regarding Information Security, as the same are expanded, varied and replaced from time to time.
to “ implement ” (and variants of it, such as “Implementation”):	means, in respect of a process, policy, procedure, a plan, a measure or a control (for the purposes of this definition, each a “process”), to plan that process; document the process; issue the process; require staff to follow the process; train staff on the process; embed the process in operations; enforce it; regularly review, and measure, the extent to which the process is followed and effective; and update it as appropriate.
Information Security:	means:

	(a) the protection and assurance of: (i) the confidentiality, integrity, reliability and availability of information and Systems; and (ii) related properties of information such as authenticity, accountability, and non-repudiation; and (b) compliance with all regulations applicable to the Processing of information.
Personal Data:	means any information relating to a Data Subject.
references to “personnel” :	in addition to the relevant party’s staff (permanent or otherwise), such references include also references to that party’s subcontractors and service providers.
to “Process” (and variants of it, such as “Processing”):	means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying.
“Security Event”	means any occurrence related to Supplier Systems indicating a potential (i) breach of information security (including a compromise to the confidentiality, integrity, or availability of Client Data); or (ii) compromise of business operations; or (iii) may require a review of security arrangements.
“Security Incident”	means one or more Security Events that has or might compromise the confidentiality, integrity or availability of Client Data (including a Security Event that compromises business operations or threatens information security (including confidentiality, integrity, and availability of Client Data)).
Services:	means the services being provided by the Supplier under the Agreement.
Supplier:	means the person providing the Services to the Client under the Agreement.
Supplier Personnel	means individuals who are employees, agents and officers of either: (a) the Supplier; or (b) the Supplier’s subcontractors.
Supplier System:	means a System or Asset which is owned or reserved (in whole or in part) for operation by or on behalf of the Supplier or any of its Affiliates.
System:	means an information technology or communication system, network, service or solution (including all Assets that either (a) form part of it, or (b) are used to provide it).
System Data:	means the data used to operate a System, including metadata and system code.

- (a) The Supplier shall provide the Services and perform its obligations under the Agreement in accordance with:
 - (i) this information security schedule; and
 - (ii) Good Security Practice.
- (b) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals to whom the data may relate, the Supplier shall implement the technical and organizational measures described in the table below (the **“Security Measures”**) to protect the Services and the Client Data in such a way as to ensure a level of security appropriate to the risk.
- (c) In assessing the appropriate level of security mentioned above:
 - (i) where the Security Measures address a topic without indicating specific measures, the Supplier shall address the topic, taking account in particular of the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data transmitted, stored or otherwise processed (**“Data Risks”**); and
 - (ii) where the Security Measures indicate specific measures (for example, MFA requirements or password requirements), the Supplier may implement more stringent standards to ensure that the Data Risks are appropriately addressed, but may not implement a lesser standard.

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Compliance with internal policies:	1. The Supplier shall issue and comply with written policies and procedures that address each of the control areas for securing Client Data set out in this document. The Supplier shall support this with: <ul style="list-style-type: none"> (a) a documented approach; (b) a risk managed approach;

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	<ul style="list-style-type: none"> (c) a mechanism for measuring compliance against the rules; (d) a plan for training and promoting awareness, including: <ul style="list-style-type: none"> (i) roles and responsibilities for protecting Client Data; (ii) legal and contractual obligations; and (iii) mitigating the risk of non-compliance. 2. The Supplier shall document how it: <ul style="list-style-type: none"> (a) organizes the security of Client Data; (b) assigns responsibilities; and (c) addresses security in mobile devices and remote working. 3. The Supplier shall implement internal policies and procedures that ensure: <ul style="list-style-type: none"> (a) that the confidentiality, integrity and availability of Client Data are maintained; and (b) compliance with legal and regulatory requirements to which the Client and the Client Data may be subject. 4. The Supplier shall review its policies and procedures at least annually, and in response to any significant change in circumstances. 5. The Supplier, with respect to these policies and procedures, shall: <ul style="list-style-type: none"> (a) train its employees and relevant third parties (such as contractors); (b) monitor compliance with its own policies and procedures; (c) to the extent the Supplier has access to any Client System: <ul style="list-style-type: none"> (i) ensure that Supplier Personnel who are engaged from time to time in the provision of the Services are trained on Client policies and procedures; and (ii) monitor compliance with the Supplier's obligations arising under this Agreement, except to the extent that only the Client can perform such monitoring; (d) implement processes to identify, assess, respond to, and monitor risks towards Client Data and the Services; and (e) inform, promptly as they are confirmed, the Client of such risks and measures to respond to them that are being taken or necessary. 6. Where Client Data is stored or processed on endpoints, including mobile devices (for example, smartphones, tablets), the Supplier shall employ software that allows IT administrators to control, secure and enforce policies on those endpoints.
<p>Internal security management procedures:</p>	<ul style="list-style-type: none"> 1. The Supplier shall implement measures to secure Client Data by: <ul style="list-style-type: none"> (a) controlling Processing rights and access rights to Client Data (b) controlling use of systems that either protect Client Data, or that hold Client Data (both at rest and in transit) (or both); (c) monitoring access to the systems described in paragraph (b) above; (d) retaining, deleting and returning Client Data in accordance with periods agreed with the Client; (e) imposing, where the Supplier works with service providers, on such service providers substantially the same security requirements as described in this document to protect Client Data; and (f) implementing a process to provide assurance of the security of Client Data (irrespective of whether it is processed by the Supplier or by any of its service providers) in accordance with the principles of this document, including Evidence to demonstrate that security. 2. To the extent that the Supplier Processes Client Data otherwise than directly on Client Systems, the Supplier has established, and implements, internal security management procedures that cover the following elements: <ul style="list-style-type: none"> (a) requesting and approving data processing rights in the Supplier's Systems; (b) granting such rights in the Systems; (c) reviewing such rights in the Systems; (d) attributing to different individuals the roles for requesting, approving, granting and reviewing such rights; and (e) documenting the roles and responsibilities in relation to the above, and to whom such responsibilities and rights are attributed.

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	<p>3. Where dealing with Client Data in the Supplier Systems, the Supplier shall implement standard operating procedures (SOPs) governing:</p> <ul style="list-style-type: none"> (a) methods and resources for authenticating System users, and procedures for that; (b) creation and use of copies of System Data, programs and program tools used for backing-up and restoring Systems; (c) creation and maintenance of System Data required for System testing and migration; (d) the protection of any copies required for System backup, archiving and other purposes; (e) securing Systems against unauthorized access; (f) recording who has accessed such Systems, stating the date and scope of such access; (g) conducting reviews and maintenance of media and Systems used for data Processing; (h) disposing securely of information that no longer needs to be retained, including: <ul style="list-style-type: none"> (i) customization of data retention periods; and (ii) arrangements for emergency deletion of PMI data.
<p>Building access controls:</p>	<ol style="list-style-type: none"> 1. The Supplier shall implement physical and environmental controls to prevent: <ul style="list-style-type: none"> (a) unauthorized physical access to Client Data; (b) damage to Client Data; (c) interference with Client Data; (d) loss of Client Data; and (e) theft of Client Data. 2. The Supplier maintains a list of the locations (e.g., data centers, computer rooms, offices) where Client Data under its control is processed or stored. 3. The Supplier controls access to such locations where Client data may be processed or stored through implementation of appropriate logical, physical or technical controls (or any combination of them). 4. The Supplier shall apply appropriate logical and/or technical controls for the protection of data in the Supplier's environment. These shall include physical controls such as fences, locked doors and windows, environmental controls to detect, alert and prevent inappropriate conditions for operating computer systems due to (amongst others) fire, temperature, electrical power, or humidity. 5. The Supplier shall ensure that its representatives comply with those control arrangements agreed with the Client. 6. In addition, to the extent that the Supplier may process or store Client Data on fourth party system, the Supplier shall ensure measures are in place which deliver a similar level of protection to systems under their direct control.
<p>Access and System infrastructure controls for Client Data:</p>	<ol style="list-style-type: none"> 1. The Supplier shall implement measures to control access to Client Data (including at rest and in transit) including: <ul style="list-style-type: none"> (a) the business aspects of access control; (b) user access management; (c) user responsibilities; and (d) system and access controls. 2. The Supplier shall document and enforce: <ul style="list-style-type: none"> (a) operational procedures and responsibilities ensuring the Supplier has adequate protections against malware and viruses; (b) System and data backup (including how to perform a back-up, when to do a back-up, who should perform a back-up, and logs of the back-ups made); (c) logging use of Supplier Systems (including details of who logged on, when did they log on and log off, what they did in the System (including changes made to the data)); (d) monitoring the above logs; (e) retaining the above logs for no less than 18 months or, where the Supplier gives the Client the opportunity to download the logs, for no less than 3 months; (f) protecting the integrity of operational software; and (g) technical vulnerability management. 3. The Supplier shall implement measures to protect the security of Client Data by: <ul style="list-style-type: none"> (a) controlling the purposes for which Client data may be used and ensuring such purposes are permitted by the Agreement;

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	<ul style="list-style-type: none"> (b) controlling the extent to which copies of Client Data are made and limiting those copies to what is necessary (for example, the Supplier shall not use Client Data outside the production environment unless such use is necessary and has a business justification); (c) controlling the location of copies of Client Data; (d) controlling the disposal of Client Data; and (e) maintaining records of the above. <ol style="list-style-type: none"> 4. The Supplier shall process and store Client Data only through Assets and Systems effectively controlled by the Supplier. 5. The Supplier shall ensure that any access over the internet to Supplier Systems that store or process Client Data will be subject to Multi-Factor Authentication (MFA). 6. The Supplier shall ensure that all Supplier Personnel who require access to Client Systems and Data are equipped with devices that comply with the Client's Multi-Factor Authentication (MFA) requirements for such access. 7. To the extent that Client Data are Processed in a Supplier System, and to the extent that the Supplier Processes Client Data in a Client System and can exercise such control over the System, the Supplier shall restrict access to that System including by: <ul style="list-style-type: none"> (a) ensuring access is granted to a named individual only; (b) maintaining lists of individual access to production Systems and the permissions granted to user accounts; and (c) implementing access control which records and restricts the number of persons with privileged access to those with an approved business need. 8. The Supplier shall restrict individual access by users to only those parts of the System to which they need it to perform an approved role. 9. The Supplier shall restrict using the principles of: <ul style="list-style-type: none"> (a) authentication; (b) identity management; and (c) user access management. 10. The Supplier shall implement a process to: <ul style="list-style-type: none"> (a) manage access to Client Data systems to defined time periods, ensuring those periods have an approved business justification; and (b) record the following information against each instance where access permission is granted: <ul style="list-style-type: none"> (i) the date and time when the access starts; and (ii) the date and time when the access ends. 11. When any changes are made to an existing access, the Supplier shall record the change and its justification. 12. The Supplier shall implement a process for removing access permissions when the permission expires, whether: <ul style="list-style-type: none"> (a) on completion of the task for which access was granted; (b) on expiry of the initially approved time period; or (c) termination of the privileged users' role (including through termination of employment). 13. The Supplier shall: <ul style="list-style-type: none"> (a) review user access privileges used by or on behalf of the Supplier to access the Client Data and Systems holding Client Data with the frequency required by the Supplier's security policies; (b) in any event no less frequently than once per calendar year; (c) ensure that personnel who have access to the System act responsibly and with due care; (d) maintain access control lists to production systems and the permissions granted to user accounts; (e) disable or revoke a user's access rights when the user no longer needs such access rights; and (f) have a process to ensure that access rights to Supplier Systems, and to other Systems (e.g. Client Systems) to which the Supplier (either itself or through a third party) has granted access, are revoked from the time the employment ends.

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	<p>14. The Supplier shall link all of the procedures in this section (on Access and System infrastructure controls for Client Data) to the Supplier's policy on Joiners, Movers and Leavers.</p> <p>15. Where the Supplier requires access to, or copies of, any Client Data for the purposes of software development or testing, the Supplier shall protect the Client Data with equivalent system access restrictions to those used in production environments.</p> <p>16. Where appropriate, the Supplier shall use separate secure environments for development (including updating data), testing and production.</p> <p>17. The Supplier shall implement a process for periodic and timely maintenance of Systems where Client Data is Processed which will include procedures for patching and upgrades.</p> <p>18. The Supplier shall maintain specifications of technical and organizational resources (covering System authentication, authorization and accounting) required to ensure the confidentiality, integrity and availability of Client Data that are Processed by the Supplier.</p> <p>19. To the extent that the Supplier permits the Client to itself manage users' access rights, the Supplier shall:</p> <ul style="list-style-type: none"> (a) ensure the Client's access to such Systems is secure; and (b) provide the Client with tools that enable it to perform the functions required to ensure the security of Client Data in the Supplier environment. <p>20. The Supplier shall periodically (and no less frequently than annually) review the identity and access management process.</p> <p>21. The Supplier shall ensure that any systems where Client Data are Processed use a Secure Architecture approach that applies Security by Design principles.</p> <p>22. Where changes are made to systems where Client Data are Processed the Change follows a documented process that embodies the principle of segregation of duties.</p> <p>23. The Supplier shall apply suitable technical protections to Client Data to include:</p> <ul style="list-style-type: none"> (a) firewalls and other measures to identify and prevent unauthorized attempts to access applications sites or services; (b) restricting access to system features and settings to privileged users; (c) applying industry standard cryptographic protection measures to data used for authentication; (d) encryption to protect client data in transit; (e) encryption to protect client data at rest, where appropriate; (f) ensuring the effectiveness of technical protections is regularly reviewed and updated to address emerging threats; (g) enforcing a password policy that complies with one set out in a best practice framework (a combination of at least nine upper & lower case letters, numerals and special characters); (h) automatically disabling user accounts after invalid login attempts; and (i) automatically locking idle login sessions. <p>24. Where the Supplier is developing software on behalf of the Client, and whether that software is implemented on Client or Supplier Systems, the Supplier shall apply frameworks that are objectively considered to be best practice, e.g. Open Web Application Security Project (OWASP) as appropriate.</p> <p>25. The Supplier shall store Source Code in an industry standard secure repository.</p> <p>26. In software development, the Supplier shall, prior to go live of the software (and prior to making any updates of it) and (to the extent such software is run on Supplier Systems) thereafter no less frequently than annually, conduct appropriate vulnerability testing. This should include:</p> <ul style="list-style-type: none"> (a) a combination of Static Application Security Testing (SAST) and Dynamic Application Security Testing (DAST); (b) Interactive Application Security Testing (IAST); and (c) vulnerability scanning of the underlying infrastructure. <p>27. Where dealing with Client Data in a Supplier System, the Supplier shall document standard operating procedures (SOPs) for:</p> <ul style="list-style-type: none"> (a) management and use of System Data; (b) creation and use of copies of System Data; (c) programs and program tools used for backing-up and restoring Systems;

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	<ul style="list-style-type: none"> (d) creation and maintenance of system data required for system testing and migration; (e) protection of any copies required for System backup, archiving and other purposes; (f) how to secure Systems against unauthorized access; (g) how Systems record who has accessed such Systems, stating the date and scope of such access; (h) how to conduct reviews and maintenance of media and Systems used for data processing; and (i) how to dispose securely of information that no longer needs to be retained including: <ul style="list-style-type: none"> (i) customization of data retention periods; and (ii) arrangements for emergency deletion of Client Data. <p>28. The Supplier shall implement a process to provide assurance about the security of Client Data where Client Data is Processed by any subcontractor including:</p> <ul style="list-style-type: none"> (a) maintaining guidelines for retention and disposal of business correspondence and other records; (b) maintaining policies and procedures regulating the downloading, use and retention of third-party software and data; (c) ensuring the information security of Client Data that is electronically transmitted (directly or via staging facilities) between Systems (whether at the Supplier's or other parties' facilities); and (d) managing removable and portable media in accordance with Good Security Practice, including where appropriate storing them in a safe, secure environment in accordance with manufacturers' specifications. <p>29. The Supplier shall, where appropriate, implement a Data Loss Prevention solution.</p>
Transmission	<ol style="list-style-type: none"> 1. The Supplier shall document and enforce measures to protect Client Data during transmission by: <ul style="list-style-type: none"> (a) applying network security management; and (b) applying measures to secure data in transit. 2. The Supplier shall not transmit, or request any user to transmit, passwords used to access Client Data in clear text over Systems or between Systems. 3. The Supplier shall not host, nor transmit to/from any member of the Client Group, or permit such transmission by any Supplier Personnel, of any Client Data, or any unstructured data, using any means other than through Supplier Systems or Client Systems. For example, the Supplier shall not use, and shall not permit the use, for those purposes, of: <ul style="list-style-type: none"> (a) non-corporate e-mail accounts (e.g. Yahoo!, Gmail, etc.); (b) unsecured FTP; or (c) consumer file sharing services. 4. The Supplier shall not send any physical media device(s) containing Client Data to any recipient (including the Client or any of its Affiliates) via any postal or courier service except with the prior written (including e-mail) agreement of the Client's designated security contact. Any such approval shall be valid for only one individual transmission.
Managing Assets	<ol style="list-style-type: none"> 1. The Supplier shall document and enforce measures to protect the security of the Client's Assets by: <ul style="list-style-type: none"> (a) identifying Client Assets on Supplier Systems; (b) understanding the risk classification of information Assets on Supplier Systems; and (c) ensuring that Client Data is not subject to unauthorized disclosure, modification, removal or destruction. 2. The Supplier shall develop and maintain inventories of: <ul style="list-style-type: none"> (a) physical devices and Systems where Client Data are Processed within the organization; and (b) software platforms and applications where Client Data are Processed within the organization, <p>including in each case details of relevant resources (e.g., hardware, devices, data, and software) where Client Data are Processed prioritized based on their classification, criticality, and business value.</p>

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	<p>3. If the Supplier is to decommission, or dispose of, any Asset containing Client Data, the Supplier shall ensure either:</p> <ul style="list-style-type: none"> (a) that the Asset is irretrievably destroyed or returned to the Client; or (b) that the Client Data or relevant information held on the Asset is deleted and rendered irrecoverable prior to decommissioning, or disposing of, the Asset.
<p>Review reports and notification</p>	<ol style="list-style-type: none"> 1. The Supplier shall document and enforce measures to protect its data, and maintain Evidence of the effectiveness of these measures, for example by: <ul style="list-style-type: none"> (a) external and internal audit; (b) logs and reports; (c) testing and scanning; and (d) evaluating performance against documented agreements. 2. The Supplier shall conduct regular risk-based audits, whether external or internal covering systems where Client Data is Processed. 3. The Supplier shall measure the effectiveness of the measures put in place to protect Client Data against: <ul style="list-style-type: none"> (a) formal agreement between the Client and Supplier; or (b) a recognized best practice framework such as ISO/IEC 27000, NIST or System and Organization Controls (SOC). 4. Where the Supplier is subject to external audit, the Supplier shall share with the Client such reports (or such elements of reports as are relevant to Client Data) with the Client. These reports are likely to include: <ul style="list-style-type: none"> (a) ISO/IEC certification and monitoring audit reports; and (b) System and Organization Controls (SOC) reports. 5. The Supplier shall conduct regular penetration testing. 6. The Supplier shall conduct regular vulnerability scanning. 7. The Supplier shall perform security assessments (including performing tests) of Systems that Process Client Data no less frequently than annually. 8. The Supplier shall: <ul style="list-style-type: none"> (a) share the reports created, and results of testing performed, in such audits with the Client in a timely manner, the format and timescale to be agreed with the Client; and (b) permit the Client to perform its own security assessments of such Systems in coordination with the Supplier. 9. The Supplier shall provide the Client, no less frequently than each quarter (or such other period as the Client may agree), with comprehensive and readily understandable overviews regarding: <ul style="list-style-type: none"> (a) the access permissions of all persons with access to the Client Data; (b) audit trails of all persons with access to the Client Data; (c) records of detection of unauthorized mobile code; (d) records of external service provider activity; (e) records of monitoring for unauthorized personnel, connections, devices, and software; and (f) records of vulnerability scans.
<p>Incident management</p>	<ol style="list-style-type: none"> 1. The Supplier shall document and implement technical and organizational measures for the secure management of Security Events and Security Incidents. These measures should include: <ul style="list-style-type: none"> (a) appointing employees to be responsible for particular roles so that the Supplier has a consistent approach to incidents; (b) an incident management process which shall include measures to: <ul style="list-style-type: none"> (i) detect, track, escalate and resolve any Security Events or Security Incidents, failures, or other operational risks; and (ii) understand the impact of the above in a timely manner; and (c) appointing an incident management team with a defined role and invocation point; (d) defined and prompt detection and response procedures and timelines, and sharing these with the Client;

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	<p>(e) procedures to minimize and control the potential impact of Security Incidents, including:</p> <ul style="list-style-type: none"> (i) Asset management; (ii) impact assessment; (iii) creation of a response plan to promptly handle and remediate the impact of the Security Incident; and (iv) implementation of that response plan, including escalation to all appropriate parties.
Service continuity	<ol style="list-style-type: none"> 1. The Supplier shall document and enforce measures to minimize disruption to service availability following a Security Incident or other disruptive event (e.g. earthquake, flood, power outage, pandemic). This shall include ensuring that: <ul style="list-style-type: none"> (a) security arrangements remain in place throughout; and (b) redundancy measures are in place for continued delivery of the Services. 2. The Supplier shall: <ul style="list-style-type: none"> (a) test, approve and deploy changes to the Supplier Systems in a controlled manner with only minimal disruption to the Client; (b) implement the appropriate organizational and technical measures necessary to sustain or rapidly recover the services being provided to the Client in the case of any reasonably foreseeable disruptive event; and (c) ensure that any stand-by or alternative location used for the purposes of the Supplier's service continuity is subject to information security controls at least equivalent to those in force at the facility from which the Supplier usually operates the relocated processes.
Third party access requests	<p>Supplier certifies that:</p> <ol style="list-style-type: none"> 1. Supplier has not purposefully created back doors or similar programming that could be used to access the Supplier system and/or Client Data; 2. Supplier has not purposefully created or changed its business processes in a manner that facilitates access to the Supplier system or Client Data; 3. Applicable law or government policy does not require Supplier to create or maintain back doors or to facilitate access to Client Data or Supplier's systems, or for Supplier to be in possession or to hand over the encryption key; and 4. Supplier has implemented organisational measures to challenge requests from applicable government authorities if such requests are disproportionate or unlawful.