



CNBV – Credit Institutions Law and General Provisions Applicable for Credit Institutions

Google Cloud Mapping

This document is designed to help institutions supervised by the Comisión Nacional Bancaria y de Valores (“**regulated entity**”) to consider the [Credit Institutions Law \(Ley de Instituciones de Crédito; the “LIC”\) and the General Provisions Applicable for Credit Institutions \(Disposiciones de Carácter General Aplicables a las Instituciones de Crédito; the “CUB”\)](#), (the “**frameworks**”) in the context of Google Cloud Platform (“**GCP**”) and the Google Cloud Financial Services Contract.

We focus on the following requirements of the frameworks: Article 46, Bis 1 and 2 of the LIC, Articles 318 III(a) and (b), 318 Bis, 318 Bis 1, 326-332 of the CUB. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Cloud services and the Google Cloud Financial Services Contract.

| # | Framework reference | Google Cloud commentary | Google Cloud Financial Services Contract reference |
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| LIC | | | |
| 1. | <i>Outsourcing of services</i> | | |
| 2. | Article 46, Bis 1, Institutions may outsource services needed for their operations subject to the general provisions issued by the Regulator (Comisión Nacional Bancaria y de Valores; “CNBV”) (i.e. CUB). | Refer to Rows 9 to 58 on the CUB. | N/A |
| 3. | Article 46, Bis 1, The Regulator, subject to the Institution’s right of audience, may order the total or partial, temporary or definitive suspension of the outsourced services rendered by the third-party provider in case the provisions of this Article 46 Bis 1 of the LIC are breached or if the operational continuity of the Institution may be affected or in order to protect the public interest, unless the Regulator approved a regularization program that meets the requirements set forth in the general provisions issued by the Regulator (i.e. CUB). | <p>Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance.</p> <p>Google also recognizes that resilience is a key focus for regulated entities and supervisory authorities. Our Strengthening operational resilience in financial services by migrating to Google Cloud whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it.</p> <p>However, if you wish to stop using our services, you can do so at any time. You can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.</p> | <p>Enabling Customer Compliance</p> <p>Ceasing Services Use; Term and Termination</p> |
| 4. | Article 46, Bis 1, The Regulator will make directly to the Institutions, all information requirements, observations and corrective measures that may result from its supervision of activities outsourced by the Institutions, in order to ensure the continuity of services provided by the Institutions to their clients, the information integrity and compliance to applicable regulations. Furthermore, the Regulator shall have the authority to carry out, at any time, supervision and inspection actions with respect to third-party providers, and to conduct audits to the third parties hired by the Institutions relating to the outsourced activities, or to order Institutions to conduct such audits to third parties, as to which the Institutions must submit the corresponding report. | Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees. Regulated entities can access their data on the service at any time and provide their supervisory authorities with access. | Information, Audit and Access |
| 5. | Article 46, Bis 1, The Regulator must specify the subject matter of any inspections or audits, which in any case must refer to the outsourced service. The relevant services contracts must include the agreement of the third party to comply with the provisions of this Article 46 Bis 1 of the LIC. | Refer to Row 4 for information about the audit, access and information rights Google grants to supervisory authorities. | Representations and Warranties |



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| | | In addition, Google will comply with all laws, regulations and binding regulatory guidance applicable to it in the provision of the Services. | |
| 6. | <i>Compliance</i> | | |
| 7. | Article 46 Bis 2, Outsourcing of services shall not release the Institutions or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation. | This is a customer consideration. | N/A |
| 8. | Article 46 Bis 2, The Regulator may request the service providers, through the Institution, information, including books, records and documents related to the outsourced services, as well as to conduct inspection visits and order measures to be implemented by the Institutions to ensure the continuity of the services provided by the Institutions to their clients, the information integrity and compliance to applicable regulation. | <p><u>Access by supervisory authorities</u></p> <p>Google recognizes that regulated entities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities, and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit. Regulated entities may access their data on the services at any time and may provide their supervisory authority with access.</p> <p><u>Audit reports</u></p> <p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none">• ISO/IEC 27001:2013 (Information Security Management Systems)• ISO/IEC 27017:2015 (Cloud Security)• ISO/IEC 27018:2014 (Cloud Privacy)• PCI DSS• SOC 1• SOC 2 <p>You can review Google's current certifications and audit reports at any time. Compliance reports manager provides you with easy, on-demand access to these critical compliance resources.</p> | <p>Information, Audit and Access</p> <p>Certifications and Audit Reports</p> |



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| CUB | | | |
| 9. | <i>Specific Requirements</i> | | |
| 10. | Article 318 , Institutions that intend to hire a third party to provide any services, must comply with the following requirements: | | |
| 11. | II. Produce a report that specifies the operational or databases and IT systems administration processes of the Institution that are the subject matter of the services to be outsourced, as well as the policies and criteria for selecting the third-party provider, which shall be aimed at evaluating the experience, technical capacity and human resources of the third party to be hired to provide the service with adequate levels of performance, reliability and safety, as well as the effects that may be produced in one or more operations carried out by the Institution. | <p><u>Services to be outsourced</u></p> <p>The GCP services are described on our services summary page. You decide which services to use, how to use them and for what purpose. Therefore, you decide the scope of the arrangement.</p> <p><u>Criteria and procedures for selection</u></p> <p>Google recognizes that you need to conduct due diligence and perform a risk assessment before deciding to use our services. To assist you, we've provided the information below.</p> <p><u>Experience</u></p> <ul style="list-style-type: none">• Google Cloud has been providing cloud services for over 10 years, assisting customers across the globe in the financial services, healthcare & life science, retail and public sectors to name a few. More information on Google Cloud's capabilities is available on our Choosing Google Cloud page.• Information about our referenceable customers (including in the financial services sector) is available on our Google Cloud Customer page. <p><u>Technical Capacity</u></p> <ul style="list-style-type: none">• Information on Google Cloud's capabilities is available on our Choosing Google Cloud page.• Google Cloud has been named as a leader in several reports by third party industry analysts. You can read these on our Analyst Reports page. <p><u>Human resources</u></p> <ul style="list-style-type: none">• Information about Google Cloud's leadership team is available on our Media Resources page. | Definitions |



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| | | <ul style="list-style-type: none">Google employs some of the world's foremost experts in information, application and network security. | |
| 12. | The policies and criteria mentioned above, shall be prepared by the CEO or other officer appointed by the CEO and shall be approved by the Board of Directors of the Institution, proposed by the Risk Committee or Audit Committee. The Audit Committee shall be responsible to verify implementation of such policies and criteria. | This is a customer consideration. | N/A |
| 13. | III. Include within the services agreement or any other ancillary document the unconditional acceptance of the third-party provider to: (a) Expressly: | | |
| 14. | 1. Receive supervisory visits from the Institution's external auditor, the Regulator or any third party designated by the Regulator, in accordance with Article 46 Bis 1 and Article 117 of the LIC, in order to carry out such supervisory visits, with the purpose of obtaining information to verify that the outsourced services allow the Institution to comply with the applicable regulatory provisions. The Institution may appoint a representative to carry out such visits. | Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit. | Information, Audit and Access |
| 15. | 2. Allow the Institution to conduct audits in connection with the outsourced services, in order to verify compliance with regulatory provisions applicable to the Institution. | Refer to Row 14 above. | N/A |
| 16. | 3. Deliver upon request of the Institution, to the Institution's external auditor and to the Regulator or any third party designated by the Regulator, all books, systems, records, manuals and documents in general, related to the provision of the relevant service. Also allow access to the responsible staff and to its offices and premises in general, related to the provision of the relevant service. | Refer to Row 14 above. | N/A |
| 17. | 4. Notify the Institution at least thirty calendar days in advance of any modification to its corporate purpose or its internal organization, which affects the provision of the relevant service. | Refer to your Google Cloud Financial Services Contract. | Notice of Change to Corporate Purpose |
| 18. | 5. Keep confidentiality with respect to information accessed to, due to the provision of the services, and establish necessary measures to maintain the security of the operations and protect the information of the clients, stating that the third-party provider understands and accepts that, in accordance with the provision of the third paragraph of Article 46 Bis 1 of the LIC, Article 142 of the LIC shall also be applicable to the third-party provider, as well as to their representatives, officers and employees, even when they stop working or ceased to provide services to the third-party provider. | <p>Google makes robust confidentiality commitments in our contract. In particular, we commit to only use confidential information that you share with us in accordance with our contract and to protect that information from disclosure.</p> <p>In addition, Google makes commitments to protect your data, including regarding security, in the Cloud Data Processing Addendum.</p> | <p>Confidentiality ; Data Security ; Security Measures (Cloud Data Processing Addendum)</p> <p>Credit Institutions Law (Other Compliance Responsibilities)</p> |



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| 19. | Provisions 1 to 5 above shall also be applicable to third parties with whom the third-party provider subcontracts, directly, the Services, totally or partially. | Google requires our subcontractors to meet the same high standards that we do. Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you (including the audit and access rights) and applicable law and regulation. | Google Subcontractors |
| 20. | (b) Additionally to section (a) above, the services agreement or any other ancillary document shall provide: | | |
| 21. | 1.Restrictions or conditions with respect to the possibility that the third-parties, in turn, subcontract the provision of services. | <p>Google recognizes that regulated entities need to consider the risks associated with subcontracting. We also want to provide you and all our customers with the most reliable, robust and resilient service that we can. In some cases there may be clear benefits to working with other trusted organizations e.g. to provide 24/7 support.</p> <p>To enable regulated entities to retain oversight of any sub-outsourcing and provide choices about the services they use, Google will:</p> <ul style="list-style-type: none">• provide information about our subcontractors;• provide advance notice of changes to our subcontractors; and• give regulated entities the ability to terminate if they have concerns about a new subcontractor. <p>Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you.</p> | Google Subcontractors |
| 22. | 2.Obligations that correspond to the Institution and third-party providers, as well as procedures to supervise compliance thereof. | <p>You can monitor Google's performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.</p> <p>For example:</p> <ul style="list-style-type: none">• The Status Dashboard provides status information on the Services.• Google Cloud Operations is an integrated monitoring, logging, and diagnostics hosted solution that helps you gain insight into your applications that run on GCP. | Ongoing Performance Monitoring |



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| | | <ul style="list-style-type: none">Access Transparency is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel's location). | |
| 23. | 3.Mechanisms for the solution of disputes related to the service agreement. | Refer to your Google Cloud Financial Services Contract | Governing Law |
| 24. | 4.Obligations and responsibilities of the parties to protect the information of the clients of the Institution, which shall consider the requirements established in the legislation for protection of personal data regarding the processing and transfer of this type of data, as well as the one related to the defense of financial services users and any other that its objective is to protect the data of the clients of the Institution. | <p>Google will comply with all national data protection regulations applicable to it in the provision of the Services. This is addressed in the Cloud Data Processing Addendum where Google makes commitments to protect your data, including regarding security.</p> <p>The confidentiality and security of a cloud service consists of two key elements:</p> <p>(1) Security of Google's infrastructure</p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p> <p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <ul style="list-style-type: none">Our infrastructure security pageOur security whitepaperOur cloud-native security whitepaperOur infrastructure security design overview pageOur security resources page <p>(2) Security of your data and applications in the cloud</p> | <p>Representations and Warranties</p> <p>Data Security; Security Measures (Cloud Data Processing Addendum)</p> |



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| | | <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p>(a) Security by default</p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <ul style="list-style-type: none">• Encryption at rest. Google encrypts customer data stored at rest by default, with no additional action required from you. More information is available at: https://cloud.google.com/security/encryption-at-rest/default-encryption.• Encryption in transit. Google encrypts and authenticates all data in transit at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. More information is available at https://cloud.google.com/security/encryption-in-transit. <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our Cloud Security Products page.</p> <p>(c) Security resources</p> <p>Google also publishes guidance on:</p> <ul style="list-style-type: none">• Security best practices• Security use cases | |
| 25. | 5.Express provision that the Institution will, at all times, take responsibility for the outsourced services provided to their banking customers, even when the corresponding Services (operations) do not comply with the Agreement; as well as for any breach of the CUB incurred by third-party providers, in accordance with the first paragraph of Article 46 | Refer to your Google Cloud Financial Services Contract. | Customer's Responsibility Towards End Users (Other Compliance Responsibilities) Credit Institutions Law (Other Compliance Responsibilities) |



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| | Bis 1 of the LIC. | | |
| 26. | 6.Terms, conditions and procedures for the third-party provider to guarantee to the Institution the secure transfer, return and deletion of the information once the service is ceased to be provided. | <p><u>Return</u></p> <p>Google will enable you to access and export your data throughout the duration of our contract and during the post-termination transition term. You can export your data from the Services in a number of industry standard formats. For example:</p> <ul style="list-style-type: none">• Google Kubernetes Engine is a managed, production-ready environment that allows portability across different clouds as well as on premises environments.• Migrate for Anthos allows you to move and convert workloads directly into containers in Google Kubernetes Engine.• You can export/import an entire VM image in the form of a .tar archive. Find more information on images here and on storage options here. <p><u>Transition Term</u></p> <p>Google recognizes that regulated entities need to be able to exit our Services without undue disruption to their business, without limiting their compliance with regulatory requirements and without any detriment to the continuity and quality of their service to their own clients. To help regulated entities achieve this, upon request, Google will continue to provide the Services for 12 months beyond the expiry or termination of the contract.</p> <p>On termination of the contractual relationship, Google will comply with the regulated entity's instruction to delete Customer Data from Google's systems. For more information about deletion refer to our Deletion on Google Cloud Platform whitepaper.</p> | <p>Data Export (Cloud Data Processing Addendum)</p> <p>Transition Term</p> <p>Deletion on Termination (Cloud Data Processing Addendum)</p> |
| 27. | 7.Establish corrective measures for breaches of the CUB from third-party service providers. | <p>If Google's performance of the Services does not meet the Google Cloud Platform Service Level Agreements regulated entities may claim service credits.</p> <p>Refer to your Google Cloud Financial Service Contract.</p> | <p>Services</p> <p>Corrective Measures (Other Compliance Responsibilities)</p> |
| 28. | IV. Establish guidelines and mechanisms tending to an unaffected and adequate provision of their services to the public or the financial stability or operational continuity | <p>Google recognizes that regulated entities need to be able to exit our Services without undue disruption to their business, without limiting their compliance with regulatory</p> | <p>Transition Term</p> |



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| | of the Institutions after termination of the service agreement with the third-party provider, considering those necessary to verify that such third-party provider does not maintain any information from the Institution or its customers. | requirements and without any detriment to the continuity and quality of their service to their own clients. To help regulated entities achieve this, upon request, Google will continue to provide the Services for 12 months beyond the expiry or termination of the contract. Refer to Row 26 for information about return and deletion of customer data. | |
| 29. | V. Compliance with minimum operational and safety guidelines indicated in Exhibits 52 and 58 of the CUB, as applicable, for the operation of electronic means with third party providers or if the services to be outsourced refer to the use of technological infrastructure or telecommunications. | Refer to Row 24 for information on Google's security practices, including regarding the security measures that you choose to implement and operate when you use the Services. | N/A |
| 30. | VI. Verify that third parties, their shareholders and, if applicable, subcontractors, as well as the commissionists and their shareholders, if applicable, the Administrator of these commissionists and the shareholders of the later, are not included in the official lists issued by mexican authorities, international agencies, intergovernmental groups or foreign authorities, of people related with transactions involving illegally sourced funds, terrorism or financing, or other illegal activities. In order to prove the above, it will suffice that the Institution states in writing that the listed persons were not related with such official listings at the time of the contract. Additionally, the Institution shall state that it knows the business carried out by the commissioners. | Google conducts background checks on our employees where legally permissible to provide a safe environment for our customers and employees. These checks include restricted parties and global sanctions checks. Google will not permit an individual to perform the Services if a restricted parties check or global sanctions and enforcement check evidences that they are restricted under applicable law from performing the Services and the individual is not able to prove error. We require our subcontractors to conduct similar checks on their personnel. | Personnel Security, Appendix 2: Security Measures (Cloud Data Processing Addendum) |
| 31. | VII. Have previous approval of the Board or from the Risk Committee of the Institution to evaluate the extent to which the outsourcing of services could qualitatively or quantitatively affect the operations carried out by the Institution, according to its purpose, and considering the following: | | |
| 32. | a) The Institution's ability to maintain operational continuity and to carry out operations and services with its clients in case of contingency. | Google recognizes that resilience (including operational continuity) is a key focus for regulated entities and supervisory authorities. Our Strengthening operational resilience in financial services by migrating to Google Cloud whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it. | N/A |
| 33. | b) The complexity and timing required to find a third party that, if necessary, replaces the original third-party provider. | Google is committed to addressing customers' needs for portability and interoperability. In particular, Google believes in an open cloud that supports multi-cloud and hybrid cloud approaches. If implemented through the use of open-source based technologies, these approaches can provide customers with the levels of portability, substitutability and survivability, required for robust exit planning. Refer to our Strengthening operational | |



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| | information of the Institution, while the Audit Committee and the internal auditor of the Institution shall be responsible to watch over its compliance, in accordance with their respective scopes. | <p>In fact, using cloud native controls instead of relying on existing controls will often produce better outcomes because they are designed with cloud in mind.</p> <p>Refer to our Board of Directors Handbook for Cloud Risk Governance and Risk Governance of Digital Transformation in the Cloud for more information, including about how control design and ownership evolves in the cloud.</p> | |
| 38. | Article 318 Bis. All information requirements, and if applicable, observations and corrective measures that derive from the supervision activities carried out by the Regulator under the CUB, will be made directly to the Institution. Furthermore, the Regulator may, at any time, order the performance of the visits and audits indicated in Article 318, section III, subsection a) above, indicating any and all aspects to be contemplated therein, and the Institution must submit to the Regulator a report thereof. | Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit. | Information, Audit and Access |
| 39. | Article 318 Bis 1 At least once every two years, the Institution must conduct audits that have the purpose to verify the degree of compliance with these requirements, as well as the provisions of Exhibits 52 and 58 of the CUB, as applicable, when it deals with commissions to perform operations referred to in Article 319 of these regulations, or for the provision of services to perform operational processes, administration of databases or informatic systems, as well as of the infrastructure, controls and operations of the computing center of the third-party provider. Notwithstanding the foregoing, the Regulator may order the performance of such audits at any time, when the Regulator considers that there are risk conditions regarding operation and information security. | <p>Refer to Row 22 for information about how you can monitor Google's performance of the services.</p> <p>Refer to Row 14 for information about the audit, access and information rights that Google grants to regulated entities and their appointees. The regulated entity is best placed to decide what audit frequency and scope is right for their organization. Our contract does not limit regulated entities to a fixed number of audits or a pre-defined scope.</p> | <p>Ongoing Performance Monitoring.</p> <p>Information, Audit and Access.</p> |
| 40. | <i>Notification to the Regulator</i> | | |
| 41. | Articles 326 and 327, Institutions that intend to hire a third party to perform any operational process or to manage databases or IT systems must notify the Regulator (CNBV) at least 20 days business days in advance. | This is a customer consideration. | N/A |
| 42. | Articles 326 and 327, The notification must be signed by the Institution's CEO and must include (i) a technical report specifying the type of transactions or banking services to be executed using the technological platform provided by the third party and explaining how minimum operational and security requirements will be complied with, and (ii) a draft of the services agreement, indicating the estimated date of execution. | <p>This is a customer consideration.</p> <p>Refer to Row 24 for information on Google's operational and security capabilities.</p> | N/A |
| 43. | <i>Authorization from the Regulator</i> | | |



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| 44. | Article 328, The Institutions require the authorization from the Regulator (CNBV) to hire a third party to perform any operational process or to manage databases or IT systems, if the relevant services were to be rendered or executed partially or totally outside Mexico of by foreign residents, regardless of whether the relevant processes may or may not affect in a qualitative or quantitative manner one or more of the operations that the Institution performs. | <p>To provide you with a fast, reliable, robust and resilient service, Google may store and process your data where Google or its subprocessors maintain facilities.</p> <ul style="list-style-type: none">Information about the location of Google's facilities and where individual GCP services can be deployed is available here.Information about the location of Google's subprocessors' facilities is available here. <p>Google provides the same contractual commitments and technical and organizational measures for your data regardless of the country / region where it is located. In particular:</p> <ul style="list-style-type: none">The same robust security measures apply to all Google facilities, regardless of country / region.Google makes the same commitments about all its subprocessors, regardless of country / region. <p>Google provides you with choices about where to store your data. Once you choose where to store your data, Google will not store it outside your chosen region(s).</p> <p>You can also choose to use tools provided by Google to enforce data location requirements. For more information, see our Data residency, operational transparency, and privacy for customers on Google Cloud Whitepaper.</p> | <p>Data Transfers (Cloud Data Processing Addendum)</p> <p>Data Security; Subprocessors (Cloud Data Processing Addendum)</p> <p>Data Location (Service Specific Terms)</p> |
| 45. | Article 328, Institutions shall request CNBV's authorization at least 20 business days in advance. The request for authorization must comply with the same requirements set forth in Articles 326 and 327 of the CUB for the Notification to the Regulator, and must include documentation evidencing compliance with requirements set forth in Article 318 of the CUB , as well as the following: | This is a customer consideration. | N/A |
| 46. | I. The third-party provider is a resident of a country which laws provide for personal data protection, securing confidentiality, or the residence country of the third-party provider has international agreements with Mexico regarding personal data protection and information exchange among regulators of financial institutions. | <p>Google LLC is the provider of the services. Google LLC is organized under the laws of the State of Delaware in the USA, where protection of data is regulated by laws enacted on both the national and the state level.</p> <p>Google will comply with all national data protection regulations applicable to it in the provision of the Services. This is addressed in the Cloud Data Processing Addendum.</p> | Representations and Warranties |
| 47. | II. That the Institution warrants that they maintain at their principal offices in Mexico, and at least the documents and information related to the evaluations, audit results | Refer to Row 8 for information on the third-party audit reports that Google provides. | N/A |



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| | and performance reports. Also, if required by the Regulator, such information shall be delivered in Spanish. | Refer to Row 22 for information on how you can monitor Google's performance of the Services. | |
| 48. | III. That the Institution has obtained the approval from its Board of Directors, or, if applicable, its Audit Committee of risk committee, which approval must provide for: (a) hiring the services does not pose a risk as to the adequate compliance of provisions applicable to the Institution, (b) that the third-party provider's practices are consistent with the operation of the Institution, (c) that the services will not affect the financial stability or operations continuity of the Institution due to the geographical distance, and, if applicable, the language used in the provision of services, and (d) measures to be implemented in case the operations of the Institution may be affected qualitatively or quantitatively as a result of the outsourcing of services, in any aspect listed in paragraph VII of Article 318 of the CUB. | This is a customer consideration | N/A |
| 49. | The Regulator may require the Institution to provide a draft of the services agreement and a copy of the executed version, with a Spanish translation. | Where relevant regulated entities may disclose a copy of the contract to their supervisory authority. | Enabling Customer Compliance; Information |
| 50. | <i>Compliance</i> | | |
| 51. | Article 329, Operations carried out by the Institutions through outsourcing must comply with applicable regulations. | Google will comply with all laws, regulations, and binding regulatory guidance applicable to it in the provision of the services. | Representations and Warranties |
| 52. | Article 329, The Institution's CEO or the person appointed by the latter, shall be responsible for filing the notice referred to in article 326 (row 42 above). | This is a customer consideration. | N/A |
| 53. | Article 329, Outsourcing of services shall not release the Institutions or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation. | This is a customer consideration. | N/A |
| 54. | Article 329, The Regulator may order measures it considers necessary so that the Institutions maintain operational terms and conditions that do not affect the adequate provision of their services to the public or the financial stability or operational continuity of the Institutions. | Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance. In particular, we appreciate that you will need to have confidence that the Google Cloud Financial Services Contract continues to support your compliance requirements. We are committed to working with you throughout our relationship to address the impact of changes in law or regulation. | Enabling Customer Compliance |
| 55. | <i>Suspension of services</i> | | |



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| 56. | Article 331, The Institutions shall suspend services provided through any third-party, when Institutions become aware of changes in the operations of such third-party which could affect in a qualitative or quantitative manner the terms and conditions of the services contract, or of any breach by the third-party of the applicable regulation. | <p>Google will make information about developments that materially impact Google's ability to perform the Services in accordance with the SLAs available to you. More information is available here.</p> <p>In addition, Google will notify you of data incidents promptly and without undue delay. More information on Google's data incident response process is available in our whitepaper.</p> <p>If you wish to stop using our services you may do so at any time.</p> | <p>Significant Developments</p> <p>Data Incidents (Cloud Data Processing Addendum)</p> <p>Ceasing Services Use</p> |
| 57. | <i>Suspension required by the Regulator</i> | | |
| 58. | Article 332, The Regulator, subject to the Institution's right of audience, may order the total or partial, temporary or definitive, suspension of the outsourced services rendered by the third-party provider when in the Regulator's judgment, the financial stability, the security of the information of the clients or of the Institution, the operational continuity of the Institution or in order to protect the public interest, or in case the Institution breaches any applicable regulations, including the provisions set forth in the CUB. The aforementioned, unless the Institution submits a regularization program that meets certain requirements set forth in Article 332 of the CUB, and such program is approved by the Regulator, within 30 non-business days, from the date the Institution submits the corresponding authorization, to resolve accordingly. | <p>Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance.</p> <p>Google also recognizes that resilience is a key focus for regulated entities and supervisory authorities. Our Strengthening operational resilience in financial services by migrating to Google Cloud whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it.</p> <p>However, if you wish to stop using our services, you can do so at any time. You can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.</p> | <p>Enabling Customer Compliance</p> <p>Ceasing Services Use; Term and Termination</p> |