



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

This document is designed to help insurance companies supervised by the Comisión Nacional de Seguros y Fianzas (“**regulated entity**”) to consider the Insurance and Surety Institutions Law (Ley de Instituciones de Seguros y de Fianzas, the “**LISF**”) and the Insurance and Surety Regulations (Circular Única de Seguros y Fianzas, “**CUSF**”) (the “**frameworks**”) in the context of Google Workspace and the Google Cloud Financial Services Contract.

We focus on the following requirements of the framework: Articles 268 and 269 of LISF and Articles 12.1.2, 12.1.5-7, 12.1.9-10 and 12.3.1-2 of CUSF . 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
LISF (applicable to Insurance and Surety Institutions)			
1.	<i>Outsourcing of services</i>		
2.	Article 268, Insurance Companies may outsource the services needed for their operations, subject to complying with the general provisions issued by the Regulator (Comisión Nacional de Seguros y Fianzas; “CNSF”) (i.e. CUSF) for such purposes.	Refer to Rows 11 to 32 on the CUSF.	N/A
3.	Article 268, The Regulator, subject to the Insurance Company’s right of audience, may order the total or partial, temporary or definitive suspension of the outsourced services, in case the provisions of CUSF are breached, or if the operational continuity of the Insurance Company is affected, or in order to protect the public interest; the foregoing unless the Regulator approves a regularization program that meets the requirements set forth in the LISF and CUSF.	<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 268, The Regulator shall formulate directly with the Insurance Companies all information requirements and, if applicable, its observations and corrective measures that result from its supervision of the activities outsourced by the Insurance Companies; the foregoing in order to ensure the continuity of the services provided by the Insurance Companies to their clients, the integrity of the information, and the compliance with applicable laws and regulations. Furthermore, the Regulator has the authority to carry out, at any time, supervision and inspection activities with respect to third-party providers, and to conduct inspection on such third parties that are hired by the Insurance Companies, or to order Insurance Companies to conduct such audits to the third parties and to issue 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.	Regulator Information, Audit and Access Customer Information, Audit and Access
5.	Article 268, The Regulator must specify the subject matter of any inspections or audits, which in any case must refer to the outsourced service, and applicable regulations. The relevant services contracts must include the agreement of the third party to comply with the provisions of Article 268 of the LISF.	Refer to Row 4 for information about the audit, access and information rights Google grants to supervisory authorities.	Representations and Warranties



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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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 269, In order to comply with its corporate governance requirements, Insurance Companies must establish the policies and procedures for the outsourced services that are approved by their Boards of Directors to guarantee that the operational functions related to their contracted activity with third parties complies with all the obligations established in the LISF and CUSF.	This is a customer consideration.	N/A
8.	Article 269, The above mentioned policies must establish the requirements set forth in this Article 269, in addition to the provisions set forth in Articles 268 and 269. Also, the CNSF has the authority to verify that the Insurance Companies' corporate governance system is in accordance with the terms of this Article 69.	This is a customer consideration.	N/A
9.	Article 269, Outsourcing of services shall not release the Insurance Companies or their officers, employees, representatives or agents, of their obligations to comply with applicable laws and regulations.	This is a customer consideration.	N/A
10.	Article 269, The Regulator may request third-party providers, through the Insurance Companies, information, including books, records and documents, related to the outsourced services, as well as conduct inspection visits and order the implementation of measures to the Insurance Companies, to ensure the continuity of the services provided by such entities to their clients, the information integrity and compliance with applicable laws and regulations.	<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)• SOC 1	<p>Regulator Information, Audit and Access Customer Information, Audit and Access</p> <p>Certifications and Audit Reports</p>



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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		<ul style="list-style-type: none">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>	
CUSF (applicable to Insurance and Surety Institutions)			
11.	Article 12.1.6, Insurance Companies that hire a third party to provide any services, must include within the services agreement the following:		
12.	I. The terms and conditions to guarantee the performance of the outsourced services:	The SLAs provide measurable performance standards and remedies for the services and are available on our Google Cloud Platform Google Workspace Service Level Agreement page.	Services
13.	II. The terms and conditions regarding the ownership, safeguarding and confidentiality of the information and resources handled by the third party, as well as clauses regarding the responsibilities of the third-party regarding the protection and backup of data, and the resources provided by the Insurance Company. These terms and conditions shall comply with what the applicable legal, regulatory and administrative provisions require to the relevant Insurance Company in this regard.	<p><u>Ownership</u></p> <p>You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications, both during the term and after termination.</p> <p><u>Security and confidentiality</u></p> <p>This is addressed in the Data Processing Amendment 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><u>(1) Security of Google's infrastructure</u></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>	<p>Intellectual Property</p> <p>Confidentiality</p> <p>Data Security; Security Measures (Data Processing Amendment)</p>



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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		<ul style="list-style-type: none">• Our infrastructure security page• Our security whitepaper• Our cloud-native security whitepaper• Our infrastructure security design overview page• Our security resources page <p><u>(2) Security of your data and applications in the cloud</u></p> <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><u>(a) Security by default</u></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 certain data while it is stored at rest on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won't be able to read it because they don't have the necessary encryption keys.• Encryption in transit. Google encrypts all data while it is "in transit"--traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data, at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. <p><u>(b) Security products</u></p> <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><u>(c) Security resources</u></p>	



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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		<p>Google also publishes guidance on:</p> <ul style="list-style-type: none">• Security best practices• Security use cases <p><u>Back-up</u></p> <p>Regulated entities can use Spinbackup as part of their backup routine. Refer to our solutions page for more information about how you can configure Spinbackup Google Workspace backup and restore your Google Workspace data.</p>	
14.	III. The terms and conditions regarding intellectual or industrial property rights, where appropriate, of the outsourced services.	You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications, both during the term and after termination.	Intellectual Property
15.	IV. The terms and conditions regarding the verification of the fulfillment of the outsourced services;	<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.• Admin Console Reports allow you to examine potential security risks, measure user collaboration, track who signs in and when, analyze administrator activity, and much more.• Access Transparency is a feature that enables you to review logs of actions taken by Google personnel regarding your user content. 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). <p>Refer to Row 10 for information on the third party audit reports that Google provides.</p>	Ongoing Performance Monitoring
16.	V. The terms and conditions under which the third party will implement contingency plans to address problems in the performance of the contracted services;	Google will implement a business continuity plan for the Services, review and test it at least annually and ensure it remains current with industry standards.	Business Continuity and Disaster Recovery



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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		More information on the reliability of the Services is available on our Google Cloud Help page.	
17.	VI. Where appropriate, the terms and conditions under which the third party may subcontract with other persons the performance of services related to the fulfilment of the agreed obligations;	<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
18.	VII. The guidelines for verifying that the third party periodically receives appropriate training and information in relation to the contracted services, taking into account the nature and relevance of such services;	Google provides documentation to explain how regulated entities and their employees can use our Google Workspace services. If a regulated entity would like more guided training, Google also provides a variety of courses and certifications .	N/A
19.	VIII. The requirements of the technical, operational and control processes that the third party must comply with, to ensure that the provision of the contracted service is carried out complying with the LISF and CUSF; and	<p>Refer to Row 13 for information on Google's security practices, including regarding the security measures that you choose to implement and operate when you use the Services.</p> <p>Refer to Row 10 for information on the third party audit reports that Google provides.</p>	N/A
20.	IX. Acceptance of the third-party provider to:		
21.	a) Comply with the provisions of articles 268, 269 and 359 of the LISF;	See Rows 1 to 10 above on the LISF. Google will comply with all laws, regulations and binding regulatory guidance applicable to it in the provision of the Services.	Representations and Warranties
22.	b) Receive supervisory visits by the Insurance Company's independent external auditor or, where appropriate, by external independent actuaries who rule on the situation and sufficiency of the technical reserves of the Insurance Companies, at their request, for the purpose of carrying out the corresponding supervision over the records, information and technical support with respect to the provided outsourced services;	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.	Regulator Information, Audit and Access Customer Information, Audit and Access



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Google Workspace Mapping

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23.	c) Allow access to the independent external auditor of the Insurance Company (who gives an opinion on the financial statements of the Insurance Company, or as the case may be, to the independent actuaries who give an opinion on the situation and sufficiency of the technical reserves of the same) to the books, systems, records, manuals and documents in general, related to the provided outsourced services. Likewise, allow them to have access to the responsible personnel and to their offices and facilities in general, related to the provision of the service in question;	Refer to Row 22 above.	N/A
24.	d) Provide the CNSF with the information that it requires regarding the provision of services that, where appropriate, it would have subcontracted for the fulfillment of the obligations agreed with the Insurance Company in question, and	Refer to Row 22 above.	N/A
25.	e) Inform the Insurance Company in question, with at least forty-five calendar days in advance, regarding any reform to its corporate purpose or in its internal organization that could affect the provision of the service that is the object of the contract.	Refer to your Google Cloud Financial Services Contract.	Notice of Change to Corporate Purpose
26.	Article 12.1.7, In the outsourcing of services, Insurance Companies shall verify that the third-party provider has the experience, technical, financial, administrative and legal capacity as well as the material, financial and human resources that are necessary to guarantee an appropriate level of performance, control, reliability and security in the provision of the services.	<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 Workspace 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>Financial Capacity</u></p>	N/A



CNSF - Insurance and Sureties Institutions Law, and the Insurance and Surety Regulations

Google Workspace Mapping

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		<ul style="list-style-type: none">You can review Google's corporate and financial information on Alphabet's Investor Relations 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.Google employs some of the world's foremost experts in information, application and network security. <p><u>Legal</u></p> <p>Google will comply with all laws and regulations applicable to it in the provision of the Services.</p>	
27.	Article 12.1.8. Insurance Companies may contract the provision of the services indicated in Article 12.1.1 with entities of the Federal or State Public Administration, only when they are empowered by their law or regulation to provide the services in question.	This is a customer consideration.	N/A
28.	Article 12.1.9. For services related to information systems and technologies referred to in section VI of Article 12.1.1, the policies and criteria that, in terms of the provisions of section V of Article 69 of the LISF, are approved by the Board of Directors of the Insurance Companies, must foresee the possibility of conducting audits or implementing other third party review mechanisms whose purpose is to verify the degree of compliance with the provisions of this Chapter.	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.	Regulator Information, Audit and Access Customer Information, Audit and Access
29.	Article 12.1.10. The third parties' providers, shall be subject to the inspection and surveillance by the CNSF, in accordance with the provisions set forth in Articles 268, 269 and 359.	Refer to Row 28 above.	N/A
30.	<i>Notification to the Regulator</i>		
31.	Article 12.3.1, Insurance companies must have a file on each service they contract with third parties, which shall contain: (I) a copy of the power of attorney that certifies the authority of the parties' legal representatives involved in the services agreement; (II) a copy of the third party's incorporation deed (in the case of a company);	<p><u>Power of attorney</u></p> <p>If you would like more information about this requirement, please contact your Google Cloud account representation.</p> <p><u>Incorporation deed</u></p>	N/A



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Google Workspace Mapping

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	(III) the services agreement to be executed; (IV) the documentation (if applicable) considered prior to the execution of the agreement to comply with the requirements set forth in Article 12.1.6; (V) the analysis carried out by the Insurance Company to confirm that the third-party provider complies with the requirements set forth in Article 12.1.7; (VI) Where appropriate, the transfer pricing study referred to in Article 12.2.2, and (VII) the documentation supporting the activities carried out by the Insurance Company to comply with the requirements set forth in Article 12.1.9 The files referred to in this Article shall be available in the event that the CNSF requests them for inspection and surveillance purposes.	<p>Google LLC is the provider of the services. Google LLC is organized under the laws of the State of Delaware in the USA. You can review Google's corporate and financial information on Alphabet's Investor Relations page. If you would like more information about this requirement, please contact your Google Cloud account representation.</p> <p><u>Service agreement</u></p> <p>Where relevant regulated entities may disclose a copy of the contract to their supervisory authority.</p> <p><u>Due diligence</u></p> <p>Refer to Rows 11 to 29</p>	<p>N/A</p> <p>Enabling Customer Compliance; Information</p>
32.	Article 12.3.2. Insurance Companies must submit to the CNSFa report on the contracts referred to in this Title, as part of the Regulatory Report on Operations Contracted with Third Parties (RR-9) referred to in Chapter 38.1 of these Articles.	This is a customer consideration.	N/A