**UBS**

Global Supplier Policy

# Business Continuity and Disaster Recovery Policy

## WHY
To help safeguard global financial systems and avoid systemic impact on other market participants.

## WHEN
Whenever you supply BCM-Critical Services/Products to us.

## WHAT to know about HOW to comply

### 1. Business continuity framework
- You must maintain a business continuity framework which sets out your approach to identifying and managing business continuity risk. Your framework at a minimum must include:
  - an owner within your organization who has overall responsibility to ensure adherence with the framework;
  - the governance of the business continuity framework;
  - the business continuity management organizational structure;
  - the methodology for identifying critical products and services, and the business continuity risks inherent in providing them;
  - minimum standards covering:
    - i) business impact analysis as it relates to relevant business continuity risks;
    - ii) business continuity plan creation and maintenance; and
    - iii) testing of business continuity plans;
  - an annual review process to ensure the framework remains up to date; and
  - a version control log.

### 2. Crisis management plans
- You must maintain a crisis management plan to assist in effectively and efficiently managing the effects of a crisis and recovery from it.

### 3. Business Continuity Plans
- You must create and maintain Business Continuity Plans to ensure critical products and services can be recovered within a Recovery Time Objective specified by us in the case of a Business Continuity Event.
- The Business Continuity Plans must include:
  - recovery solutions to address, where applicable, loss of your premises, loss of technology, loss of Staff, or loss of Subcontractors;
  - procedures for invocation of the Business Continuity Plan;
  - ownership of the Business Continuity Plan; and
  - a version control log.
- Business Continuity Plans must be reviewed and updated on an annual basis, and also in the event of any material changes to your organization or infrastructure, or any material changes to the scope of Products or Services provided under the Agreement.

### 4. Testing of Business Continuity Plans
- You must test the Business Continuity Plans at least annually to demonstrate that each solution can meet the Recovery Time Objective. Testing should include, where applicable:
  - Staff relocation to secondary sites to validate connectivity, capacity, technology provision and any other assets required to provide the Products and/or Services;
  - work transfer to alternative sites to validate capability, capacity, technology provision and any other asset required to provide the impacted Products and/or Services;
  - technology fail-over from production to secondary datacenters and/or applications to demonstrate capability, connectivity and capacity of technology required to provide the Products and/or Services;
  - component testing of cloud functionality;
  - recovery testing with Subcontractors that are critical to the Products and/or Services, to validate that they are able to support the specified Recovery Time Objective; and
  - testing of any other solutions which enable recovery of or provide resilience to the Products and/or Services.
- You'll document any issues identified in the testing and ensure they're assigned ownership and a timeframe for resolution.
- You'll provide reasonable notice to us of your testing and, when requested by us, allow us to participate in the testing of your Business Continuity Plans.
- You'll participate in business continuity testing undertaken by us at no additional cost up to once per year.

### 5. Activation of Business Continuity Plans
- You'll notify us as soon as possible and in any event within 30 minutes of the actual or likely occurrence of a Business Continuity Event.

- Where a Business Continuity Event has occurred or is likely to occur, we may require immediate activation of the Business Continuity Plans applicable to the Products and/or Services impacted by the Business Continuity Event.
- Where circumstances prevent you from notifying us prior to activation of the Business Continuity Plan, you'll activate the required plan and notify us of this as soon as possible afterwards.
- As far as possible you'll involve us in key decisions concerning restoration of the Products and/or Services.
- Upon invocation of the Business Continuity Plans, you must complete implementation of the relevant processes documented in the Business Continuity Plans to recover the Products and/or Services within the specified Recovery Time Objective.
- At all times during the occurrence of a Business Continuity Event, you'll make available to us such access, resources, personnel, facilities, and assistance as we may require and will cooperate fully with us.
- In the event of any failure or default by you or any Subcontractor in connection with the invocation of the Business Continuity Plan, we'll be immediately entitled to remedy such failure or default ourselves (or by a third party on our behalf) and you'll pay our reasonable costs and expenses incurred in doing so.
- You can't charge, or increase the Charges, for implementing and invoking the Business Continuity Plan.

## 6. Reporting

- Unless we notify you otherwise, we require you to

provide the following on an annual basis:
  - details of the Business Continuity Plans which must include an overview of all applicable scenarios and solutions for recovery and resilience used to mitigate business continuity risk and the Recovery Time Objective of for the overall products or services provided;
  - testing results of the Business Continuity Plans for each solution documented including the recovery time achieved and any issues identified during the test, with a time frame for resolution of each; and
  - where applicable, a summary of the due diligence and recovery testing performed for all critical Subcontractors to demonstrate that they can meet the Recovery Time Objective for the overall product or service.

## 7. Additional Requirements

- You'll appoint a Business Continuity Management Coordinator and, in each case, identify a reserve individual to each such role, and notify us of such appointments.
- You'll provide annual business continuity awareness training to Staff which will include the approach to managing business continuity risks as documented in the business continuity framework and the specific processes and procedures set out in the Business Continuity Plans. Upon our request, you'll provide details of the training program to us. If the Security Exhibit is applicable, you must ensure that its requirements continue to be met in the event of a Business Continuity Event, unless otherwise agreed with us.