

- adapt – if necessary – its BCMP to ensure the continuation of the Services; and
- upon request, disclose to the Bank the contents of its BCMP (including any revisions made to it that have a bearing on the Services to the Bank); and
- notify the Bank if an incident occurs which activates the Service Provider's BCMP and might have some impact on the Services to the Bank (such notification to be given prior to the issue of any eventual notification to the press or other media); and
- upon request, provide the Bank with an overview of how the Service Provider managed any incident or crisis which resulted in the activation of the Service Provider's BCMP (including a description of impacts to customers and services) and any consequential amendments made to the Service Provider's processes and/or procedures thereafter; and
- upon request, inform the Bank of the recovery time for the Services and how they are prioritized in comparison with other clients; and
- upon request, disclose to the Bank any high-level non-conformities in the BCMP raised by the auditors of the Service Provider and which may impact the performance of the Agreement or of a Contract.

§ 10. Environmental requirements

The Service Provider undertakes to comply, in the performance of a Contract, with the environmental criteria and any other similar conditions set out in the specifications of the Framework Agreement and of that Contract.

The Bank reserves the right to carry out directly the necessary checks on the Service Provider to ensure that the environmental requirements are met. These checks may be conducted in part or in full by an external entity duly commissioned by the Bank.

§ 11. Tax and social security obligations

The Service Provider shall be responsible for all tax liabilities arising as a result of the remuneration obtained under the Contract.

The Service Provider shall also be responsible for all social security payments due in respect of itself and its staff. The Service Provider shall indemnify the Bank against any claim made against the Bank for non-compliance thereof.

Upon request of the Bank, the Service Provider shall provide to the Bank proof that it has complied with these obligations.

§ 12. Confidentiality and protection of personal data

The Service Provider shall treat as confidential all information, which it acquires, from the Bank or any other person in the course of performance of the Services. However, the foregoing obligation of confidentiality shall not apply to any information that was in the Service Provider's possession prior to commencement of the Services, or which is in or later enters the public domain other than by wrongful disclosure of the Service Provider. The Service Provider shall not reference the Bank nor the existence and terms of the Framework Agreement or of the Contract without the Bank's prior written approval.

Any personal data included in or relating to the Framework Agreement or a Contract, including its implementation, shall be processed by the Bank and by the Service Provider respectively in accordance with the provisions of the Framework Agreement, of the Contract and of Annex II hereto.

§ 13. Warranty

The Service Provider represents that the Services will conform to the specifications specified by the Bank. If, during the Term of Engagement, the Bank is of the opinion that the Services do not conform to the required specifications, it shall notify accordingly the Service Provider who shall promptly remedy such nonconformity at no additional cost to the Bank.

§ 14. Liability