

## **Information Security Policy**

## **2 SERVICES AND VENDOR EMPLOYEES**

### **2.1 The Vendor shall:**

- 2.1.1 provide the Services to the client during the Term (and any relevant Termination Period) on such dates or to such timescales as may be set out in this Agreement or otherwise agreed in writing between the parties;
- 2.1.2 ensure that the Services are provided in accordance with Applicable Laws, regulatory requirements, regulations, bye-laws, codes of practice, British Standards and EU or international standards from time to time applicable to the performance of the Services (including the Package Travel, Package Holidays and Package Tour Regulations 1992 and any guidelines issued by the Association of British Travel Agents);
- 2.1.3 promptly respond to and co-operate with Client in relation to any query or complaint received by it from Client in connection with the Services;
- 2.1.4 ensure that Services are provided in accordance with the service levels set out in Schedule A (Services);
- 2.1.5 comply with the provisions of Schedules F (Business Continuity Policy) and G (Information Security Standards);
- 2.1.6 undertake that the Services will be performed in accordance with:
  - 2.1.6.1 good industry practice and good environmental practice;
  - 2.1.6.2 all policies and working procedures of Client and its partners made known to the ` Vendor; and
  - 2.1.6.3 all lawful and reasonable directions, instructions and requests from Client.

### **2.2 The parties confirm that TUPE will not apply:**

- (i) to the provision of services under this Agreement; or
- (ii) on termination of this Agreement.

Accordingly, the Vendor shall indemnify Client against any costs, claims, liabilities or expenses in connection with any Vendor Employee, former Vendor Employee or employee representative of the Vendor (or its agents' or sub-contractors') which Client is (or is alleged to be) liable for by virtue of TUPE (including claims arising from the termination of such person's employment by Client).

### **2.3 The vendor undertakes that it will only use technically competent and properly trained and qualified staff in the provision and performance of the Services**

### **2.4 The Vendor will not employ or engage anyone to perform any of its obligations under the Agreement(s) who has not passed the Vendor's recruitment and security vetting procedures as set out in this Clause 2. The Vendor agrees that it will, and will ensure that all members of its staff will, take reasonable care to ensure that it and they do not interfere with the operations of any member, employee and or any third party of Client.**

### **2.5 General Vetting Level**

Prior to the employment or engagement of any person involved in connection with the Services ("Vendor Employee"), who does not fall within Clauses 2.5 or 2.6, the Vendor will:

- 2.5.1 use reasonable endeavours to ensure that the Vendor Employee is honest, law-abiding and has no known links to any entity, group or network which participates in, encourages or supports unlawful activities; and
- 2.5.2 conduct appropriate recruitment and security vetting procedures in relation to the Vendor Employee and only employ those Vendor Employees in connection with the Services who have passed such procedures.

### **2.6 Minimum Screening Level**

Prior to the employment or engagement of any Vendor Employee in connection with the Services who will have access to any premises owned or used by Client or Clients (the "Premises") and who will not be accompanied at all times on the Premises by any Client or Client personnel, the Vendor will:

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#### 2.6.1 Legal Right to Work

obtain confirmation of the Vendor Employee's right to work in the United Kingdom by requesting sight of the original copies of the Vendor Employee's passport and, where applicable, a work permit, or original copies of such other document, from a Governmental or statutory body, which type of document confirms to the satisfaction of Client that the Vendor Employee is entitled to stay and work in the United Kingdom;

#### 2.6.2 Proof of Residence

obtain confirmation of the Vendor Employee's name and current address by requesting sight of at least one of the following documents:

- (i) an electoral register search performed by a reputable credit reference agency (must be less than six (6) months old if used for current address);
- (ii) a current full UK driving licence;
- (iii) a council tax bill or payment book for the property at which the Vendor Employee currently resides (must be less than twelve (12) months old, if used for current address);
- (iv) a current benefits book or original notification letter from the benefits agency and / or "Job Centre Plus" confirming rights to benefits;
- (v) an Inland Revenue tax notification (must be less than twelve (12) months old, if used for current address);
- (vi) a bank/building society/credit card statement (must be less than six (6) months old, if used for current address);
- (vii) a current local authority rent card or local authority tenancy agreement;
- (viii) a house or motor insurance certificate or policy (must be less than twelve (12) months old, if used for current address);
- (ix) a recent mortgage statement (must be less than six (6) months old, if used for current address);
- (x) a utility bill (must be less than six (6) months old, if used for current address); or
- (xi) such other document as Client shall have confirmed in writing to be satisfactory to it, and, for the avoidance of doubt, the Vendor shall ensure that original documents are seen;

#### 2.6.3 Financial Sanctions Check

perform a check in relation to all Vendor Employees via the official website of HM Treasury to ensure that no Vendor Employee appears on the list of names on HM Treasury's database of financial sanctions and terrorists; and

#### 2.6.4 References

obtain in relation to the Vendor Employee, a reference, satisfactory to the Vendor (acting reasonably), from an employer with whom the Vendor Employee has been continuously employed in the three (3) month period prior to the date of commencement of employment or engagement in connection with the Services (the "Proposed Employment Date"), failing which, the Vendor shall use reasonable endeavours to obtain either:

- (i) a letter from the Department for Work and Pensions confirming payment of benefits to the Vendor Employee if they have been unemployed in the three (3) month period prior to the Proposed Employment Date and has been receiving unemployment benefits from them; or
- (ii) where an Vendor Employee has been unemployed and not in receipt of benefits from the Department for Work and Pensions, a reference, satisfactory to it (acting reasonably), from the employer with whom such Vendor Employee has previously been employed for a minimum period of three (3) months; or
- (iii) where the Vendor Employee has completed full time education in the three (3) month period prior to the Proposed Employment Date, an academic reference, satisfactory to it (acting reasonably), which shall include the verification of qualifications obtained by such Vendor Employee and the place of study which shall have been for a duration of not less than three (3) months.

(In the event that the Vendor is unable to obtain the confirmations requested in terms of this Clause 2.5.4, the Vendor shall liaise with Client who shall advise what, if any, further documents are required).

### 2.7 Basic Screening Level

Prior to the employment or engagement of the Vendor Employee in connection with the Services who will have access to any systems owned or used by Client or Clients where data can be viewed or manipulated, the Vendor will comply with Clauses 2.6.1 to 2.6.4 above and, in addition, the Vendor will:

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**2.7.1 Credit Reference Check**

perform a credit reference check in relation to all Vendor Employees through a recognised credit reference agency, the results of which shall show that there is no adverse data recorded against the Vendor Employee relating to county court judgements (or similar judgements from other courts), voluntary arrangements or bankruptcy; and

**2.7.2 Criminal Record Check**

obtain confirmation in relation to at least ten percent (10%) of the total number of persons proposed to be employed or engaged in connection with the Services (such percentage to be taken from a random selection of the Vendor Employees), that the Vendor Employees have no unspent criminal convictions as disclosed in terms of the basic criminal record check carried out by the Criminal Records Bureau, Disclosure Scotland or such similar recognised criminal record office disclosure service.

Client acknowledges that a Vendor Employee may commence employment or be engaged in connection with the Services prior to obtaining the confirmation required in terms of this Clause 2.7.2, provided that the Vendor has obtained all other confirmations requested in terms of Clause 2.7. In the event that the criminal record check undertaken in respect of the Vendor Employee reveals an unspent criminal conviction, the Vendor shall ensure that the Vendor Employee does not continue to be engaged by the Vendor in connection with the Services. For the avoidance of doubt, an "unspent criminal conviction" shall not include road traffic offences (other than those that have resulted in a driver's disqualification) which may be disclosed by the criminal record check.

**2.8 Basic Plus Screening**

Prior to the employment or engagement of the Vendor Employee in connection with the Services who will have access to any business critical systems (the criticality of such systems to be determined by Client at its sole discretion) owned or used by Client or a Client where data can be viewed or manipulated, the Vendor will comply with Clauses 2.6.1 to 2.4.2 above and, in addition, the Vendor will:

**2.8.1 Proof of Residence**

ensure that the proof of residence outlined in Clause 2.2.2 is evidenced over the continual three (3) year period immediately prior to the Proposed Employment Date;  
(To be clear, the Vendor does not need to obtain evidence in relation to any periods or gaps of under three (3) months however any periods or gaps of over three (3) months must be verified, and any document presented must be dated within the period in which it is verifying.)

**2.8.2 References**

ensure that the proof of references outlined in Clause 2.6.4 is evidenced over at least the continual two (2) year period immediately prior to the Proposed Employment Date with any gaps over three (3) months verified by the production of evidence satisfactory to Client. For all Vendor Employees who have less than two (2) years working experience, academic references shall be obtained to verify qualifications obtained by the Vendor Employee and the place of study which shall have been for a duration of not less than two (2) years.

**2.9 Enhanced Screening Level**

Prior to the employment or engagement of a Vendor Employee in a non regulated role in Client or Client payment operations (including cash or coin centres), security roles, IT sensitive roles (the sensitivity of such roles to be determined by Client at its sole discretion) or Client or Client company executive roles, in connection with the Services the Vendor will comply with Clauses 2.5 to 2.7 above and, in addition, the Vendor will: -

**2.9.1 Proof of Residence**

ensure that the proof of residence outlined in Clause 2.7.1 is evidenced over the continual six (6) year period immediately prior to the Proposed Employment Date;

**2.9.2 Criminal Record**

ensure that the criminal record check outlined in Clause 2.6.2 is undertaken on one hundred percent (100%) of the persons to be employed or engaged in the provision of such Services prior to the Proposed Employment Date.

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### 2.9.3 References

ensure that the proof of references outlined in Clause 2.5.4 is evidenced as follows:

- (i) Payment operations: References over at least the continual five (5) year period immediately prior to the Proposed Employment Date with any gaps over three (3) months verified by the production of evidence satisfactory to Client plus two (2) personal references.
- (ii) Security, IT sensitive and company executive roles: References over at least the continual ten (10) year period immediately prior to the Proposed Employment Date with any gaps over three (3) months verified.

For all Vendor Employees who have less than two (2) years working experience, academic references shall be obtained to verify qualifications obtained by the Vendor Employee and the place of study which shall have been for a duration of not less than two (2) years.

## 2.10 Non UK resident Vendor Employees

In the event of the proposed employment or engagement of a Vendor Employee in connection with the Services who is not resident in the United Kingdom or who has been resident in the United Kingdom for less than (6) six months, the Vendor shall use reasonable endeavours to comply fully with Clauses 2.4 to 2.8. However, if the Vendor is unable to obtain fully the applicable pre-employment checks, confirmations and/or references set out above, the Vendor shall, as a minimum, obtain proof of the Vendor Employee's:

- 2.10.1 right to work in the country in which the Vendor Employee will perform the Services;
  - 2.10.2 name and residential address(es) for a period of three (3) continuous years prior to the Proposed Employment Date (any periods or gaps of over three (3) months must be verified by the production of evidence satisfactory to Client);
  - 2.10.3 employment / activity history for a period of two (2) continuous years prior to the proposed employment date (any periods or gaps of over three (3) months must be verified by the production of evidence satisfactory to Client); and
  - 2.10.4 any such other matters as Client may reasonably specify from time to time,
- in each case with preference to using either the documents specified above or, if such documentation is not available, the closest equivalent documentation available in the relevant country, and seek written approval from Client in advance of the checks carried out and of the results of them. Client shall be entitled to give or withhold such approval at its discretion. If Client withholds such approval the Vendor shall not employ or engage the Vendor Employee in connection with the Services (unless it obtains such other pre-employment checks, confirmations and/or references as Client may reasonably specify).

## 2.11 General

- 2.11.1 The Vendor shall ensure that no person shall be employed or engaged by it in connection with the Services until Vendor has complied with all of its obligations under Clauses 2.5 to 2.10.
- 2.11.2 The Vendor shall retain a copy of all documents it obtains in connection with any of the requirements in Clauses 2.5 to 2.10 above for a minimum period of two (2) years (the "Retention Period"), subject to its obligations under data protection laws and shall provide Client or relevant Clients with access to such records on the written request of Client to ensure compliance with this Clause 2. At the end of the Retention Period, the Vendor shall retain a written record confirming that such documents were obtained and the date upon which they were obtained.
- 2.11.3 For the avoidance of doubt, failure by the Vendor to comply with any of the provisions of this Clause 2 will be a material breach of this Agreement.

- 2.12 Both parties agree that if Client notifies the Vendor that a Vendor Employee providing the Services is not, in the reasonable determination of Client, providing satisfactory service, the Vendor shall carry out the following within a reasonable time after receiving such notice and share the results with Client;
  1. Vendor will hold a verbal performance review with the Vendor Employee to establish any issues and make the Vendor Employee aware of the situation. The Vendor Employee will be given the opportunity to improve ;
  2. If after a reasonable period of time the Vendor Employee does not improve, the Vendor agrees to deliver a written (e-mail) notification and make arrangements to replace the Vendor Employee(s) providing the Services. Topics that may be addressed with such an Employee include the following:

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Analysis / Specification;

Project Management;

Development of code;

Testing / QA.

- 2.13 The Vendor shall ensure that the Vendor's Service Manager is dedicated to the co-ordination of the management and operation of the Services, performance of the Vendor's obligations under this Agreement and the management of the Vendor's relationship with Client in relation to this Agreement.
- 2.14 Nothing in this Agreement shall be construed as:
- 2.14.1 entitling Vendor or its Vendor Employee to receive the benefits (including but not limited to medical, life, accident or disability insurance, pensions, unemployment or worker's compensation or profit sharing plans) received by employees of Client; or
  - 2.14.2 requiring Client to pay, in respect of the Vendor Employee, any income taxes or social security or related contributions.
- 2.15 For the Term, any Termination Period and twelve (12) months thereafter neither party will, without the prior written consent of the other party, solicit or employ any employee of the other party directly involved in performance of that party's obligations under this Agreement. This provision shall not apply to either party if an employee is employed as a result of a response by the employee to a public advertisement.

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