# SCHEDULE 7 – DORA (CRITICAL)

## 1. Background

1.1. Due to the EU's adoption of Regulation (EU) 2022/2554 on digital operational resilience for the financial sector 1 that also complies with the rules promulgated by the Bank of England, the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA) with respect to 'Operational resilience: Critical third parties to the UK financial sector' in PS 16/24 pursuant to the Financial Services and Markets Act 2023 ("**DORA**") in-scope financial institutions are obliged to ensure their agreements with suppliers regarding the provision of ICT Services meet the requirements included in DORA.

1.2. The Agreement constitutes provision of an ICT Service according to DORA and it is therefore necessary to make certain amendments required to comply with DORA. The Parties have agreed upon this Schedule which covers the supply of critical or important services to the Customer.

## 2. Regulatory compliance

2.1. The Parties are aware that further requirements deriving from DORA might be imposed by regulatory technical standards and implementing technical standards as well as national regulations or Customer's internal risk management framework and agree to review whether further changes will become necessary to ensure compliance with DORA.

## 3. Definitions

The following definitions will apply in this Schedule 6. All other capitalised terms shall have the meaning given to them in Schedule 1.

3.1. "**Customer Data**" means any documentation, IPRs, materials, data or other information supplied by Customer to OneAdvanced in relation to the provision or receipt of the Services.

3.2. **"ICT-related incident"** means any event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the related services offered by, or accessible via, network and information systems.

3.3. '**ICT third-party risk**' means an ICT risk that may arise for Customer in relation to its use of the Services provided by OneAdvanced;

3.4. **"ICT Services"** means OneAdvanced's generally available Services accessed via a remote network, inclusive of any applicable on-premises components, and Updates.

3.5. "**Regulatory Authority**" means any authority, agency or other body with regulatory jurisdiction over Customer or any business conducted by Customer from time to time, including, but not limited to, Financial Supervisory Authorities, Resolution Authority, Relevant Competition Authorities, and Data Protection Authorities.

## 4. The Service

4.1. OneAdvanced shall provide to Customer the service(s) as described in the Agreement which include ICT Services (the "**Services**").

## 5. Cooperation with authorities

5.1. OneAdvanced shall fully cooperate with all Regulatory Authorities, whether such Regulatory Authorities are supervising Customer, and irrespective if such Regulatory Authorities are based in another jurisdiction than OneAdvanced.

5.2. All requests or enquiries from Regulatory Authorities regarding the Services or otherwise directly or indirectly related to Customer's business shall be directed to Customer without undue delay unless OneAdvanced is legally prevented from doing so.

## 6. Sub-contractors

6.1. OneAdvanced may use sub-contractors to carry out parts of the Services and where they process Personal Data this will be done in accordance with clause 5 of its Data Protection Schedule.

## 7. Data locations

Where OneAdvanced will have access to Customer Data, and if relevant its sub-contractors, they shall only provide the Services from the locations specified in and in accordance with clause 5 of its Data Protection Schedule.

## 8. Availability of data

8.1. Customer Data shall be available to Customer, in accordance with the terms of the Agreement and during the term of the Agreement.

8.2. In the event of the insolvency, resolution or discontinuation of the business operations of OneAdvanced, or in the event of the termination of the Agreement in line with DORA Article 30(2)(d), OneAdvanced shall, , provide access to and/or at Customer's sole discretion furnish all Customer Data to Customer in an easily accessible format.

## 9. Confidentiality and Security

9.1. For the avoidance of doubt, confidentiality shall apply to all Customer Data. Security (physical, IT and information security) is a highly important part of the Services to be provided. OneAdvanced shall in this regard undertake all appropriate information security measures to protect the confidentiality, integrity and availability of the Services including Customer Data, whether at rest, in use or in transit, in accordance with Good Industry Practice.

9.2. The Services shall at all times satisfy the requirements detailed in OneAdvanced security measures available here

9.3. If Customer requires that enhanced or supplementary security measures shall be taken, the Parties shall in good faith discuss such security measures and where practicable implement such security measures.

## 10. Testing and security awareness programmes

10.1. OneAdvanced shall provide digital operational resilience training as reasonably required to its staff.

10.2. OneAdvanced shall consider participation in the Customer's ICT security awareness programmes and digital operational resilience training in accordance with Article 13(6) upon written request from the Customer.

10.3. Where the Services are supporting critical or important functions as defined by Article 3(22) of DORA, OneAdvanced shall, for a reasonable charge to be advised by OneAdvanced depending on

[1] Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

the requirements of the Customer participate and fully cooperate where practicable with the Customer when it is carrying out a threat-led penetration testing ("**TLPT**"). The Customer will take the necessary measures and safeguards to ensure the participation of OneAdvanced in the TLPT and shall retain at all times full responsibility for ensuring compliance with DORA when carrying out a TLPT.

**11. Information-sharing arrangements**

Subject to any confidentiality or similar obligations under the Agreement, OneAdvanced agrees that Customer shall be entitled to participate fully in any information-sharing arrangements as set out in Article 45 of DORA, and share information provided to Customer from OneAdvanced to other third parties to the extent necessary for effective participation in the information-sharing arrangements. Such information shall be shared with suitable safeguards implemented to protect such information in accordance with Article 45 DORA. OneAdvanced may participate in such information-sharing arrangements (e.g. by partaking in individual meetings or discussions) to the extent decided in its sole discretion.

**12. Service quality and service levels**

12.1. OneAdvanced shall at all times provide the Services in accordance with the Agreement.

12.2. In the event of any ICT-related incident, OneAdvanced shall provide assistance to the Customer at no additional cost or at a cost that is determined before such an event. OneAdvanced shall without undue delay investigate the cause of the ICT-related incident and take such measures as may reasonably be required to prevent the ICT-related incident from recurring.

12.3. The Services shall be provided in accordance with the service levels agreed between the Parties.

12.4. Where there are any developments that might have a material impact on OneAdvanced's ability to effectively provide the Services supporting critical or important functions in line with agreed service levels, OneAdvanced will notify Customer as soon as reasonably practicable.

**13. Continuity**

OneAdvanced shall maintain commercially reasonable and adequate plans for re-establishing operations after unforeseen events, for periodic testing of backup procedures as well as disaster recovery and crisis management (business continuity) pertaining to the Services. OneAdvanced shall on Customer's request present the applicable business continuity plans. OneAdvanced shall regularly test such plans regarding the Services.

**14. Reporting and monitoring**

14.1. OneAdvanced shall monitor the Services on an ongoing basis in order to ensure that the Services are performed efficiently and in accordance with the Agreement.

14.2. The Customer may monitor, on an ongoing basis, OneAdvanced's performance, including the following:

14.2.1 unrestricted rights of access, inspection and audit by the Customer, or an appointed third party, and by the competent authority, and the right to take copies of relevant documentation on-site if they are critical to the operations of OneAdvanced;

14.2.2 the right to agree on alternative assurance levels if other customers' rights are affected;

14.2.3 the obligation of OneAdvanced to fully cooperate during the onsite inspections and audits performed by the competent authorities, the Customer or an appointed third party; and

14.2.4 the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits.

**15. Exit Strategy**

15.1. The Parties agree that upon termination of the Agreement, the parties shall establish a mandatory adequate transition period:

15.1.2 during which OneAdvanced will, at the then current pro-rated rate of the Services continue providing the Services, with a view to reducing the risk of disruption to the Customer or to enable it to be restructured or wound-up as required;

15.1.3 allowing the Customer to migrate to another ICT third-party service provider or change to in-house solutions consistent with the complexity of the Services.

**16. Termination**

The Agreement may be terminated by the Customer in any of the following circumstances:

16.1. significant breach by OneAdvanced of applicable laws, regulations or contractual terms;

16.2. circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the arrangement or the situation of OneAdvanced;

16.3. OneAdvanced's evidenced weaknesses pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;

16.4. where the competent authority can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to, the Agreement.