LMT Group requirements for Cooperation Partners regarding processing of protected information

It is important for Latvijas Mobilais Telefons SIA and the group companies thereof ZetCOM SIA and LMT Retail & Logistics SIA, hereinafter each individually and all together referred to as – **LMT**, to ensure the uninterrupted confidentiality, integrity and availability of the protected information (including personal data).

The protected information shall mean personal data, commercial secrets as well as any other information of LMT or that is entrusted to LMT in any form, including information systems and paper documents, except for legally available public information. The loss or reduction of confidentiality, integrity or availability of the protected information may cause significant and permanent harm to the legal interests of LMT, cause losses to LMT and negatively influence LMT's reputation, as well as in the case if the personal data may cause risks and/or endanger the rights and freedoms of the data subject.

In order to ensure the fulfilment of the requirements of recommendations of the best practice standards and General Data Protection Regulation No. 679/2016 (hereinafter – **Data Regulation**), LMT has determined the requirements for processing of the protected information, including personal data, and requirements according to which the cooperation partner shall comply, when performing processing of the protected information (hereinafter – **Requirements).**

These Requirements shall be applied and referred to everyone who performs the processing of the protected information (hereinafter – **Cooperation Partner**).

1. General Provisions

1.1. The Cooperation Partner shall undertake to comply with the Requirements, terms and conditions of the cooperation agreement, regulatory enactments applicable in the Republic of Latvia (including Data Regulation) and to ensure the conformity of the Cooperation Partner and operations thereof with the above mentioned.

1.2. The Cooperation Partner shall have an obligation to ensure protection of the protected information in accordance with the procedure set by the Requirements. In the case if the cooperation agreement includes the classification of information, the Cooperation Partner shall have an obligation to ensure the classification of information set in the cooperation agreement and the protection of it, in addition to these Requirements. The Cooperation Partner shall inform LMT without delay in the case if the Cooperation Partner fails to comply with the Requirements or cannot fulfil any of the instructions included in the Requirements.

1.3. In the case of any changes, which affect or may affect the compliance of the Cooperation Partner and operation thereof with these Requirements, the Cooperation Partner shall inform LMT without delay before the above-mentioned changes are implemented in the activity or status of the Cooperation Partner.

1.4. The Cooperation Partner shall review the conformity of the activities thereof with these Requirements and shall provide a written assessment to LMT regarding the conformity of the Cooperation Partner and the operation thereof with these Requirements, as well as regarding the aspects of the Cooperation Partner and activities thereof that fail to comply with these Requirements.

1.5. LMT shall have the right to request that the Cooperation Partner reviews the activities thereof more often than stipulated in Clause 1.4 of the Requirements, evaluating the nature of processing of the protected information and other circumstances, which may influence the processing of the protected information.

1.6. Upon improving protection and security requirements for the processing of the protected information, LMT may unilaterally change the Requirements, regarding which LMT shall notify the Cooperation Partner, informing it of the changes in electronic form (on the LMT website and by sending a notification to the contact person of the Cooperation Partner).

2. Responsibility of the Cooperation Partner

2.1. The Cooperation Partner shall have an obligation to ensure and be able to demonstrate, to the extent it refers to the cooperation with LMT, that its status, operation, processes and applicable tools for the processing of the protected information conform with the terms and conditions of regulatory enactments that are applicable in the Republic of Latvia (including the Data Regulation), the cooperation agreement and the Requirements. The Cooperation Partner shall promptly inform LMT regarding any kind of non-conformity with the requirements.

2.2. In addition to the provisions of Clause 1.4 of the Requirements, the Cooperation Partner shall have an obligation, pursuant to the request of LMT and within the time period set by LMT, to provide the information requested by LMT and evidence regarding the compliance of the Cooperation Partner and activities thereof with these Requirements, as well as shall provide a possibility for LMT to perform an audit of the management and processing of the protected information of the Cooperation Partner itself, providing an opportunity for the representatives of the company of LMT Group to access and become acquainted with the documents substantiating the conformity of the Cooperation Partner and activities thereof with the requirements of regulatory enactments applicable in the Republic of Latvia (including the requirements of the Data Regulation), these Regulations and the cooperation agreement. LMT shall reserve the right, by agreeing with the Cooperation Partner, to request the performance of an independent audit by a third party, in order to assess the management and processing of the protected information by the Cooperation Partner.

3. Security requirements

3.1. Risk management

3.1.1. The Cooperation Partner has evaluated the security risks of the protected information in the company, as well as has performed necessary controls and measures for the prevention of risks.

3.1.2. The Cooperation Partner has documented the information security risk management in its activities.

3.1.3. The Cooperation Partner shall periodically evaluate the risks that are related to processing, storage and dissemination of the protected information and shall be able to substantiate it with the appropriate documentation.

3.2. Security conditions of information that is to be protected

3.2.1. The Cooperation Partner shall ensure that the protected information shall not be disclosed and shall not be available to any third person, except for a sub-partner contracted in accordance with Clause 5 of the Requirements, only within the scope necessary for the performance of the duties thereof, as well as shall ensure the protection of the above-mentioned information resources against unauthorised access, incidental destruction or leaking.

3.2.2. The Cooperation Partner shall ensure that no person has physical or logical (using IT systems) access to the documents, archives, storage places, IT systems, servers and other objects, where the protected information is stored and processed, and well as to the content of the protected information itself, except for employees of the Cooperation Partner and/or sub-partner contracted in accordance with the procedure set by Clause 5 of the Requirements, who have access necessary for the performance of their direct duties and the fulfilment of the cooperation agreement.

3.2.3. The Cooperation Partner has implemented and documented an information security management system; the Cooperation Partner has developed information security rules and regulations, which are confirmed by members of Partner's management with signatory powers, and which are known to the employees of the Cooperation Partner and/or sub-partner contracted in accordance with the procedure set by Clause 5 of the Regulation, and the Cooperation Partner has documented evidence of this.

3.2.4. The Cooperation Partner has determined and documented the roles and responsibilities of the personnel of the Cooperation Partner with regards to the processing and security of the protected information, as well as shall review those documents regularly, and shall ensure the conformity thereof with these Requirements and the terms and conditions of regulatory

enactments applicable in the Republic of Latvia (including the requirements of the Data Regulation).

3.2.5. The Cooperation Partner has assigned at least one employee, who has the necessary information security management competence, to be responsible for the protection and security of the protected information in the organisation. The Cooperation Partner shall inform LMT of the appointment, specifying their name, contact phone number and e-mail address.

3.2.6. The Cooperation Partner has implemented and documented an auditing process, providing a possibility to track and determine who and when has accessed the protected information either physically or logically.

3.2.7. The Cooperation Partner shall ensure the mandatory technical protection of the protected information, which shall be implemented by physical (access control, security staff, temperature, humidity control etc.) and logical (software, passwords, encryption etc.) means of protection.

3.2.8. The Cooperation Partner has implemented the information security incident management process, which is included in the appropriate internal rules and procedures. The Cooperation Partner shall ensure that LMT is immediately informed if a security incident and/or infringement or breach of protection of the protected information occurs or may occur.

3.2.9. The Cooperation Partner has determined and controls the management of the protected information, which, inter alia, shall include security requirements for the processing of the protected information.

4. Issues of personnel management

4.1. The Cooperation Partner has concluded written agreements with all employees, who may access or process the protected information in any way. In these agreements the employee of the Cooperation Partner has undertaken to ensure confidentiality, integrity and availability of the protected information, as well as not to disclose the acquired information for an indefinite period of time, i.e., both during the period of labour relations as well as after the termination of labour relations.

4.2. Employees of the Cooperation Partners shall be trained on the issues of protection and security of the protected information before the employee starts the processing of the protected information, as well as shall ensure repeated training at least once a year. The above-mentioned training shall, inter alia, include training regarding access to information systems, regarding the use of information for the work purposes only, regarding the processing of information based only on legal grounds and in a safe manner, taking into account current threats and protection methods as well as other issues.

4.3. The Cooperation Partner, when performing the selection of employees who will perform processing of the protected information of LMT, shall also assess whether the candidate may cause security risks, when performing the processing. LMT shall be entitled to acquire and the Cooperation Partner shall have an obligation to provide information on those employees who will have access to the protected information of LMT, to LMT. The Cooperation Partner shall have an obligation to assign any other employee, within the framework of cooperation with LMT, in the case if reasonable doubts arise for LMT regarding the ability of the initially assigned person to operate with the protected information of LMT, in accordance with these Requirements.

4.4. The Cooperation Partner shall inform LMT regarding the changes in personnel of those employees who work with the protected information of LMT, as well as shall ensure the fulfilment of the obligation with regard to the sub-partner.

4.5. The Cooperation Partner shall ensure that the personnel thereof are informed, aware of and comply with these Requirements, the regulatory enactments applicable in the Republic of Latvia (including the Data Regulation), terms and conditions of the cooperation agreement and information, infrastructure and rules for use of the system set by the Cooperation Partner.

5. Contracting a sub-partner

5.1. The Cooperation Partner shall only be entitled to contract a sub-partner after the receipt of written consent of LMT. Before the contraction of a sub-partner, the Cooperation Partner shall submit the information requested to LMT, as well as certification provided by the sub-partner regarding conformity with these Requirements, the regulatory enactments applicable in the Republic of Latvia (including requirements of the Data Regulation) and other requirements included in the cooperation agreement or any annex thereof.

5.2. The Cooperation Partner shall ensure that the sub-partner selected by the Cooperation Partner conforms and may confirm its compliance with the requirements of both regulatory enactments applicable in the Republic of Latvia, including requirements of the Data Regulation for personal data protection and these Requirements, as well as may submit written substantiating documents, proving the conformity of the sub-partner and activities thereof with the above mentioned.

5.3. The Cooperation Partner shall undertake full responsibility for the sub-partner, operations thereof and performed personal data processing, as well as shall cover any kinds of losses arising to LMT as a result of the activity or inactivity of such sub-partner.

5.4. The Cooperation Partner shall ensure an audit of the management and processing of the protected information of the sub-partner, pursuant to the request of LMT and within the time period specified by LMT, as well as shall provide a possibility to perform the audit of management and processing of the protected information of the above-mentioned sub-partner itself, providing a possibility for the representatives of the company of LMT Group to have access to and to become acquainted with the documents, substantiating the conformity of the sub-partner and activity thereof with the requirements of regulatory enactments applicable in the Republic of Latvia (including the requirements of the Data Regulation), these Requirements and the cooperation agreement.