



Information Security Requirements for Suppliers

Description	Information Security considerations for engaging suppliers
Version	1.3
Date created	17/07/2018
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Classification	Public – Internal – Restricted - Confidential
Document Ref.	A522

Document History

Version	Date	Change Notes	Author
001		Initial draft	N Ince
1.0	17/07/2018	Review and amendment by Reveal	I Magan-Campbell
1.1	30/06/2020	Annual document review	Manju Prathaban
1.2	09/08/2021	Annual document review	Kay Bello
1.3	04/09/2023	Annual document review and renumbered for 27k 2022	GAP

Approval History

Version:	1.0	1.1	1.2	1.3						
Author:	NI	MJ	KB	KB						
Reviewed by:	IMC	IMC	IMC	GAP						
Approved by:	AF	IMC	IMC	IMC						

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Contents

Contents	2
1 Introduction	5
1.1 Purpose	5
1.2 Scope	5
1.3 Ownership and Document Change Control	5
1.4 Information Security Reviews	5
1.5 Exceptions	6
2 Information Security Policy	6
2.1 Information Security Policy	6
2.2 Industry Standards	6
2.3 Publication and Communication	6
2.4 Management of the Policy	6
3 Third Party Organisation	6
3.1 Information Security Function	6
3.2 Senior Management Commitment	7
3.3 Processes and Procedures	7
3.4 Information Risk	7
4 Human Resources Security	8
4.1 Prior To Employment	8
4.2 During Employment	9
4.3 Termination of employment	10
5 Third Party Chain Management	11
5.1 Authorised Access	11
Risk-Assessed Access	11
Controlled Access	11
Security Accountability	11
Compliance	11
Contractual Agreements	12
Contract Termination	12
6 Asset Management	12
6.1 Information Classification	12

6.2 Information Handling	12
Asset Inventory	12
Asset Ownership	12
Acceptable Use Policy (AUP)	12
7 Physical and Environmental Security	13
7.1 Policy	13
7.2 Physical site	13
Site Changes	13
Shared Site	13
Secure Perimeter	14
8 Facilities and Equipment Security	15
9 Communications and Operations Management	16
9.1 Operating Procedure Documentation	16
9.2 Operational Separation of duties	16
9.3 Malware Protection	16
Malware Incident Response	16
Malware Protection Tool	16
Malware Protection on Devices	17
9.4 Data Back-Up	17
9.5 Network Security Management	17
9.6 Platform and Application Security	18
9.7 System Management	19
9.8 Mobile Computing	19
9.9 Data Encryption	19
9.10 Monitoring and Audit Logs	19
10 Access Control	20
10.1 Access	20
10.2 Passwords	20
11 Information Systems Acquisition, Development and Maintenance	21
11.1 Security Requirements for Information Systems	21
11.2 Security in Development Change and Support Processes	21
11.3 Technical Vulnerability Management	22
12 Incident Management	22
12.1 Policy and Procedure	22
12.2 Reporting	22

13 Business Continuity Management	23
14 Compliance	23
14.1 Data Privacy	23
14.2 Legal, Regulatory and Contractual Compliance	24
14.3 Compliance with Reveal Media Policies and Standards	24
14.4 Audit	24
15 Customer Protection	25
16 Documents Required	26
Appendix 1 – Defined Terms	27



1 Introduction

Reveal Media Ltd. relies on the integrity and accuracy of its data in order to deliver its services. It is therefore paramount that the integrity, confidentiality and availability of Reveal Media's data are ensured. Any third party which processes or manages Reveal Media Information must adhere to these principles to ensure that Reveal Media Ltd. maintains the trust of all relevant stakeholders and remains in compliance with relevant legal and regulatory requirements.

1.1 Purpose

This document sets out the minimum information security requirements expected of third parties who have access to Reveal Media Information during the provision of contracted services to Reveal Media Ltd. The requirements aim to effectively protect Reveal Media's information by providing a flexible yet consistent approach to managing information security risk in third party suppliers and assist Reveal Media's suppliers to better understand and work co-operatively with Reveal Media Ltd. on proportionate security controls.

1.2 Scope

The scope of these requirements includes any third party which will process or have access to Reveal Media's information. This includes, but is not limited to:

- Third parties involved in the design, development or operation of information systems for Reveal Media Ltd. e.g. writing and installing bespoke software, third party maintenance or operation of systems, outsourcing of facilities;
- Access to Reveal Media's information from remote locations where the computer and network facilities are not under the control of Reveal Media Ltd.;
- Users who are not employees of Reveal Media Ltd. and require access to Reveal Media's information or information systems.

These requirements therefore also apply to all staff, including contractors, temporary staff and third parties employed directly and indirectly by the Third-Party organisation (e.g. subcontractors). If there is a direct conflict between any of these requirements and the terms of a written agreement between the Supplier and Reveal Media Ltd., the terms of the written contract will prevail to the extent of the conflict.

1.3 Ownership and Document Change Control

This document is owned and maintained by Reveal Media Ltd. and can be amended with or without notice from time to time at Reveal Media Ltd.'s discretion. Third Parties will not be expected to comply with any changes to this document until they have been provided with such changes in writing and a reasonable period (not to exceed 90 days) to comply with such changes.

The requirements will be comprehensively reviewed by Reveal Media Ltd. and updated as necessary every year. Any queries or feedback relating to implementation or compliance should be directed to Reveal Media Ltd.

1.4 Information Security Reviews

Third parties who fall within scope may be subject to compliance review against these requirements and will be required to comply with the requirements herein, where the controls are applicable, proportionate and appropriate.

Third parties must document any security elements and controls that have been implemented to comply with these requirements in order to assist with any information security reviews carried out by Reveal Media Ltd. or nominated parties.

1.5 Exceptions

Reveal Media's Third Party Security Requirements are in place to assist Reveal Media Ltd. and their suppliers in complying with information security best practices and legislative and regulatory requirements. Where it is not feasible for the third party to comply with any of the specific control requirements defined in these requirements, approval will be required from Reveal Media Ltd. Each noncompliance will be evaluated and risk-assessed, and either the risk accepted by Reveal Media Ltd. or the third party required to comply with the control and an implementation date agreed with the assistance of Reveal Media Ltd.

2 Information Security Policy

2.1 Information Security Policy

2.1.1 The Third Party shall at all times maintain a management-approved corporate Information Security Policy, or set of Information Security Policies, defining responsibilities and setting out the Third Party's approach to information security.

2.2 Industry Standards

2.2.1 The Third Party shall at all times maintain a supporting framework of policies covering all requirements set out in this document in line with industry best-practice.

2.3 Publication and Communication

2.3.1 The Third Party shall at all times ensure that its Information Security Policies are published and effectively communicated to all staff responsible for Reveal Media's Information.

2.4 Management of the Policy

2.4.1 The Third Party shall at all times ensure that its Information Security Policies are assigned to a responsible owner, and are maintained, monitored and reviewed on a scheduled basis to deliver continuous improvement.

3 Third Party Organisation

3.1 Information Security Function

3.1.1 The third party shall designate named individuals or teams who will have responsibility and accountability for information security policy, implementation and processes. Such nominated individuals shall act as the primary points of contact for Reveal Media Ltd. where information security is concerned. Additionally, they shall facilitate any security review meetings and manage any restoration plan in the event of a security breach.

3.2 Senior Management Commitment

3.2.1 The Third Party senior management shall provide clear strategic direction and support business areas to assess, monitor and control information security risks, and ensure that information security issues raised are properly addressed.

3.3 Processes and Procedures

3.3.1 Documented procedures must be in place to authorise significant changes to Reveal Media's Information processing procedures and to ensure relevant information security contacts are maintained. All processes for managing the security of Reveal Media's Information must be assessed on an annual basis and communicated to the appointed Reveal Media Service Manager.

3.3.2 The Third Party shall not process or otherwise make use of Reveal Media's information, for any purpose other than that which is directly required for the supply of the agreed Services.

3.3.3 The Third Party shall only perform such Services in accordance with the Contract.

3.3.4 The Third Party shall not purport to sell, let for hire, assign rights in or otherwise dispose of any of Reveal Media's information without the prior written approval of Reveal Media Ltd.

3.3.5 The Third Party shall not commercially exploit Reveal Media's information or Reveal Media's Materials without the prior written approval of Reveal Media.

3.3.6 The Third Party shall establish and at all times maintain safeguards against the accidental or deliberate or unauthorised disclosure, access, manipulation, alteration and against any destruction, corruption of, damage, loss or misuse of Reveal Media's information in the possession of the Third Party or any sub-contractors or agents of the Third Party.

3.4 Information Risk

3.4.1 The Third Party shall maintain a register of the security risks related to the provision of its Services to Reveal Media Ltd. and to Reveal Media's information. Risk assessments carried out by the Third Party under its contractual obligations shall involve a senior manager with overall responsibilities for information security. The risk register shall be maintained to show the nature and extent of, and progress made in, mitigating the identified risks.

4 Human Resources Security

4.1 Prior To Employment

Roles and Responsibilities

4.1.1 The Third Party shall ensure that information security roles and responsibilities of all Third-Party employees (and subcontractors) are clearly defined and documented.

4.1.2 The Third Party shall (and shall procure that its Subcontractors shall) have a comprehensive disciplinary policy, code of conduct & work rules directive in force to protect the interests and safety of Third Party and Subcontractor personnel and the Services, and the security of Reveal Media's personnel and information. That policy shall clearly define what breaches of security represent misconduct and what consequences shall be incurred.

Screening

4.1.3 The Third Party shall ensure that its personnel application and contractual process contain a series of declarations that the applicant must make to cover criminal convictions as per the terms of the Rehabilitation of Offenders Act 1974, pending criminal investigations or adverse financial probity judgements such as county court judgments or bankruptcy rulings.

4.1.4 The Third Party shall ensure that the application and contractual process contain a series of consents from the applicant to cover pre or post-employment ('Security Screening Waivers'), giving consent for the Third Party to obtain County Court Judgment, and/or Criminal Record reports.

4.1.5 If the declarations or the relevant DBS check, in relation to a Third Party or Subcontractor staff member who it is intended shall be involved in the provision of Services or is already involved in the provision of the Services, reveal any convictions then the Third Party shall in every case immediately bring this to Reveal Media Ltd.'s attention for consultation. In such circumstances Reveal Media Ltd. shall have the right to require that the relevant staff member is removed from participating in the provision of the Services.

4.1.6 Where the Third Party's business function includes financial payment transactions, the Third Party shall ensure that a financial probity check (covering adverse County Court Judgments and bankruptcy rulings) is conducted with Experian or other reputable agency (the "Financial Probity Check") against all Third Party and Subcontractor personnel involved in the provision of the Services. If the declarations or the relevant Financial Probity Check reveal any adverse County Court Judgments or bankruptcy rulings, then the Third Party shall immediately notify Reveal Media Ltd. for consultation. In such circumstances Reveal Media Ltd. shall have the right to require that the relevant staff member is removed from participating in the provision of the Services.

4.1.7 The Third Party shall ensure that all above-mentioned background checks ("Background Checks") shall be conducted at the Third Party's cost and within a reasonable time period and in any event shall be completed prior to such Third Party or Subcontractor personnel commencing provision of the Services (excluding training). The Third Party shall bear all training and attrition costs if any Third Party or Subcontractor personnel are removed from the Services as a result of a positive disclosure on any declaration or Background Check.

Employment References

4.1.8 The Third Party shall ensure that a written policy exists and is followed for pre-employment screening and that the screening status and results for all Third-Party personnel are fully collated, kept on record and made available to Reveal Media Ltd. on Reveal Media Ltd.'s written request for audit and compliance purposes.

4.1.9 The Third Party shall obtain two references prior to its personnel completing training and commencing work. Such references may be verbal, but must be verified, fully documented and auditable. Where reasonably possible, the Third Party shall obtain at least one such reference from a previous employer or academic professional.

Contractual Agreements

4.1.10 The Third Party shall ensure that all personnel enter into a written contract of employment under which they agree to adhere to all Third-Party policies, rules and procedures including all information protection policies and agree to assign all intellectual property created in the course of providing the Services to the Third Party so that the intellectual property provisions of the Contract can take effect.

4.1.11 The Third Party shall ensure that all personnel working in the provision of the Services sign an appropriate employee non-disclosure agreement relating to Reveal Media's information in the possession of the Third Party before they are given access to any such Reveal Media Information.

4.2 During Employment

New Employee Induction

4.2.1 The Third Party shall ensure that a Security module forms part of the compulsory induction and training programme for all Third-Party personnel involved in the provision of the Services. Such security module shall be sufficient to include information protection and security, the password and user account policy, issues of confidentiality and company security standards.

4.2.2 The Security Module shall as a minimum:

- Define the meaning and importance of information security;
- Underline the importance of complying with relevant information security policies and procedures and applying information security practices when processing Reveal Media Information;

- Outline employee and Third-Party responsibilities for the protection of Reveal Media Information including reporting suspected and actual information security incidents with regards to Reveal Media Information; and
- Make clear the consequences and disciplinary procedures for not complying with this policy.

Compliance with Policy

4.2.3 The Third Party shall ensure that all employees and Third Parties have read, understood and remain in compliance with applicable third-party security policies and procedures.

4.2.4 The Third Party shall invoke a formal disciplinary process for its employees who have committed a security breach and shall ensure that its Subcontractors will do the same.

Training and Awareness

4.2.5 The Third Party shall hold structured briefings with respect to security awareness and knowledge of fraud and security issues (focusing on the risks resulting from poor information security, and legal and regulatory requirements to protect information) with Third Party personnel and its Subcontractors throughout the provision of the Services and shall review such briefing requirements on a regular basis.

4.2.6 The Third Party shall ensure that all Third-Party personnel (including Subcontractor personnel) have the appropriate skills and training to support the Services, and that all IT or Information Security personnel (including Subcontractor personnel) have been given the authority and training to appropriately discharge their responsibilities.

Disciplinary Procedure

4.2.7 Formal disciplinary procedures must be in place for employees and Subcontractors who breach any applicable security policy related to the protection of Reveal Media Information.

4.2.8 The Third Party shall consult Reveal Media's Information Security Team where any of its personnel (or any Subcontractor personnel) are subject to a change of circumstance and are then assessed to be a risk to the Services or Reveal Media's Information.

4.3 Termination of employment

4.3.1 The Third Party shall carry out a 'checklist' of actions, including exit interview where appropriate, prior to the conclusion of the departing personnel's employment and shall ensure that any Subcontractor shall do the same. This checklist of actions shall include cancellation of access control privileges and user IDs/passwords required for access to the Third Party (and/or Subcontractor) and Reveal Media Systems and recovery of any asset(s) that may contain information relating to Reveal Media Ltd. and/or Reveal Media Associated Company and all property of same (*including but not limited to books,*

correspondence, files, statistics, papers, reports, minutes, plans, records, surveys, diagrams, computer print-outs, computer disks, CDs, audio tapes, manuals, customer documentation or any other medium for storing information in whatever form), and any swipe cards or ID passes giving the departing personnel access to Third Party (and/or Subcontractor) or Reveal Media's premises or storage or both; and deletion of data relating in any way to Reveal Media Ltd. and/or Reveal Media Associated Company stored on any asset or system which is not a Reveal Media or Reveal Media Associated Company system.

5 Third Party Chain Management

5.1 Authorised Access

5.1.1 The Third Party shall provide full details of any Subcontractor(s) that it intends to use in the provision of the Services; such details to include as a minimum company name, address, location, and type of Services to be provided and the volume, frequency and nature of Reveal Media Information to be used.

5.1.2 The Third Party shall not make Reveal Media Information available to any Subcontractor without the prior written approval of Reveal Media.

Risk-Assessed Access

5.1.3 The third party must carry out an information security risk assessment prior to any Third-Party access and the results of this must also be submitted to Reveal Media Ltd.'s Service Manager.

5.1.4 The Third Party shall ensure that it is not reliant on any key single individual to support Services anywhere in its supply chain.

Controlled Access

5.1.5 The Third Party shall ensure that all Subcontractor agreements contain security controls, service definitions, service requirements and delivery levels commensurate with the requirements set out in this document, and that such are implemented, operated, and maintained by all Subcontractors at all times.

Security Accountability

5.1.6 The security relationship with each Third Party must be allocated to a named member of Third Party staff with senior management accountability.

Compliance

5.1.7 The Third Party shall conduct annual security reviews of the Subcontractors where those Subcontractors have access to Reveal Media Information, and maintain detailed, written evidence of these audits to include any security risks, recommendations and remedial actions.

5.1.8 Third Party security reviews shall be conducted in accordance with the requirements set out in this document.

Contractual Agreements

5.1.9 Third Party Subcontractors must operate in accordance with non-disclosure clauses stipulated in agreements between the Third Party and the Subcontractor.

Contract Termination

5.1.10 Exit procedures and requirements must be included in any agreement between the Third Party and the Subcontractor and all Third-Party access to Reveal Media Information must be revoked when no longer required.

6 Asset Management

6.1 Information Classification

6.1.1 The Third Party shall ensure that Reveal Media Information is classified in terms of its value, legal requirements, sensitivity and criticality.

6.1.2 The Third Party shall ensure that an appropriate set of procedures for information labelling and handling is developed and implemented in accordance with the classification scheme adopted by the Third Party, and that such procedures are reviewed as a result of any significant business changes.

6.2 Information Handling

6.2.1 Third Party management must be aware and take ownership of information assets and produce a policy to enforce correct use of the assets. An information asset includes, but is not limited to, physical and logical information assets.

Asset Inventory

6.2.2 All information assets used to process Reveal Media Information must be recorded in a maintained inventory. All Third-Party Subcontractors must also maintain a similar inventory.

6.2.3 The Third Party shall ensure that any media used to record, store or process Reveal Media Information as part of the Services, including (but not limited to) hard copy output, laptops, USB sticks, pen drives, CDs, or other magnetic media are securely handled, transported and encrypted and that their use is authorised.

Asset Ownership

6.2.4 All information assets used to process Reveal Media Information must be owned by a designated officer of the Third-Party organisation.

Acceptable Use Policy (AUP)

6.2.5 An AUP must be defined and communicated to all users processing Reveal Media Information. The AUP must:

1. define appropriate use of communications channels and devices used to process Reveal Media Information;
2. define appropriate use of the Internet, including prohibiting the transfer of Reveal Media Information to personal email accounts or unauthorised cloud-based storage;
3. include responsibilities relating to downloading, installing and use of unauthorised or illegal software or material to process Reveal Media Information;
4. make clear statements about consequences of non-compliance or breach of the AUP; and
5. be communicated to Reveal Media Ltd.'s Service Manager.

7 Physical and Environmental Security

7.1 Policy

7.1.2 The Third Party shall (and shall ensure that its Subcontractors shall) implement a policy identifying the requirements for physical access and control of such access of its Sites (or those of the Subcontractor from where Services are provided).

7.1.3 Without prejudice to any of Reveal Media Ltd.'s remedies, sanctions against Third Party and Subcontractor staff for breaches of security requirements shall be governed by the Third Party's or the Subcontractor's disciplinary policy as appropriate.

7.2 Physical site

7.2.1 If a new site is to be selected, Reveal Media Ltd.'s Service Manager should be included as part of the initial assessment and approval team.

7.2.2 The Third Party will not perform the Services from other locations without obtaining the prior written consent of Reveal Media Ltd., and any relocation will be approved by and implemented at no additional cost to Reveal Media Ltd. (unless any relocation is due to a specific request from Reveal Media) and without causing any material disruption to the business of Reveal Media Ltd. or the Services.

Site Changes

7.2.3 Significant changes to sites processing Reveal Media Information must be approved by Reveal Media Ltd.'s Service Manager.

Shared Site

7.2.4 Where Reveal Media Ltd. agrees (either under the Contract or by prior written consent) to a shared Site, the Third Party shall as a minimum:

- segregate the area in which the Services are performed for Reveal Media Ltd.;
- implement a clearly defined area for performing the Services;
- ensure that the Services and facilities required to provide the Services to Reveal Media Ltd. are kept completely physically separate from the Third Party's other clients with dedicated exit/entrance points and clear divides as defined by partition walling or desk plans.

Secure Perimeter

7.2.5 The Third Party shall (and shall ensure that its Subcontractors shall) review the strength and effectiveness of the management of physical security controls at its Sites (or those of its Subcontractors from where the Services are provided) at least every six months.

7.2.6 Where an automated access control system is deployed at its Sites (or those of its Subcontractors from where the Services are provided), the Third Party shall (and shall ensure that its Subcontractors shall) ensure that the system logs all access control events and that this log is audited on an on-going basis.

7.2.7 In the event that such automated access control system is not able to check and verify all staff and contractors ID passes and/or prevent tailgating, the Third Party shall (and shall ensure that its Subcontractors shall) deploy a physical security function or other mitigating control to enforce compliance in this area.

7.2.8 The Third Party shall ensure that all Third-Party personnel (and any Subcontractor personnel) are issued with unique ID passes from which they are individually identifiable, and which shall then be worn and visible at all times. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.9 The Third Party shall be responsible for retrieving the ID passes of any Third-Party personnel (and any Subcontractor personnel) that have had their employment terminated, transferred or otherwise no longer require access to the Site(s). The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.10 The Third Party shall ensure that a robust policy is in force to manage loss of ID passes and ID passes left at home by Third Party personnel (and any Subcontractor personnel). The Third Party shall ensure that its Subcontractors will enforce a similar policy at any Subcontractor sites from where the Services are provided.

7.2.11 The Third Party shall operate a sign-in procedure for any visitors to the Sites, which, as a minimum, requires visitors to log their name, company, the time and date and the name of the person whom they are visiting at the relevant Sites. The Third Party shall ensure that its Subcontractors will operate a similar procedure at any Subcontractor sites from where the Services are provided.

7.2.12 The Third Party shall deny entry to visitors to the Sites who are not legitimately connected with the Services being performed unless they are duly authorised to do so by the appropriate Third-Party management. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.13 The Third Party shall inform all visitors of the existence of Site security policies. The Third Party shall ensure that its Subcontractors will inform all visitors of the existence of site security policies at any Subcontractor sites from where the Services are provided.

7.2.14 The Third Party shall ensure that there is a manned guarding or other appropriate physical security presence on Sites which are processing or storing Sensitive Reveal Media Information. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.15 The Third Party shall ensure that there is a physical security response capability during out of hours periods for those Sites storing or processing Sensitive Reveal Media Information. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.16 The Third Party shall ensure security response personnel receive appropriate training in all security related policies. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.17 The Third Party shall ensure security response personnel are instructed to act as appropriate or escalate the incident to a manager. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.18 The Third Party shall have in place an internal and external CCTV system with sufficient coverage to monitor reception areas, exit/entry points, and vulnerable or sensitive/confidential working areas. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

7.2.19 The Third Party shall implement, operate, support, and maintain alarm systems (including appropriate environmental alarms), and physical access mechanisms. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites from where the Services are provided.

8 Facilities and Equipment Security

8.1.1 Equipment used to process Reveal Media Information must be secured against unauthorised logical or physical access.

8.1.2 The Third Party shall (and shall ensure that its Subcontractors shall) provide and maintain suitable accommodation, facilities, equipment, space, furnishing, utilities and fixtures necessary to provide secure physical premises that provide a safe working environment from which to provide the Services to Reveal Media Ltd. and that adequately protects against any loss or damage to the premises or to the equipment.

8.1.3 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that power and telecommunications cabling carrying Reveal Media Information or supporting information services in relation to the Services are routed appropriately and protected where vulnerable to attack, interception or damage.

8.1.4 The Third Party shall (and shall ensure that its Subcontractors shall) implement uninterruptible power supplies ("UPS") for critical infrastructure in relation to the Services and shall test the UPS regularly.

8.1.5 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that all power supplies and fire safety mechanisms in facilities from which Services are provided undergo regular maintenance checks and that facilities comply with Health and Safety regulations.

8.1.6 Where Reveal Media Information is stored or processed by the Third Party (or any Subcontractor), the Third Party shall (and shall ensure that the Subcontractor shall) provide sufficient secure storage space for its personnel to store those personal effects that are capable of capturing and storing Reveal Media Information and shall ensure that personnel utilise such storage space.

8.1.7 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that prominent security signage detailing security policies and requirements are provided and displayed in all facilities from which the Services are provided.

8.1.8 The Third Party shall ensure a clear desk policy is operated and maintained within the Sites where Reveal Media Information is stored or processed. The Third Party shall ensure that its Subcontractors will do the same at any Subcontractor sites where Reveal Media Information is stored or processed.

9 Communications and Operations Management

9.1 Operating Procedure Documentation

9.1.1 Operating procedures for information security management and controls related to Reveal Media Information must be documented, maintained and made available to the relevant user involved in processing Reveal Media Information.

9.2 Operational Separation of duties

9.2.1 Duties and areas of responsibility must be segregated to reduce opportunities for unintentional or unauthorised modification or misuse of Reveal Media Information.

9.2.2 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that development, testing, production and operational facilities are separated to reduce the risks of unauthorised access or changes to the operational system.

9.3 Malware Protection

Malware Incident Response

9.3.1 The Third Party shall promptly notify Reveal Media Ltd. in writing as soon as it becomes aware of any viruses in any Third Party Systems or Reveal Media Systems, directly (or indirectly) affecting Reveal Media Information, which have not been auto-corrected or detected and quarantined and shall provide a written report to Reveal Media Ltd. describing the incident, the measures that were taken to resolve the incident and what measures were taken to prevent any reoccurrence.

Malware Protection Tool

9.3.2 The Third Party shall provide anti-virus protection software on all Third-Party Systems vulnerable to virus infection and shall ensure that its Subcontractors shall do the same on any Subcontractor systems used in the provision of the Services in accordance with these requirements. The Third Party shall (and shall ensure that its Subcontractors shall) use all reasonable endeavours to detect hidden code or information that is designed to, or will have the effect of:

- destroying, altering, corrupting or facilitating the theft of any Reveal Media Information; or
- disabling or locking any software or Third-Party Systems or Reveal Media Systems; or
- using undocumented or unauthorised access methods for gaining access to Reveal Media Information, or Third Party or Reveal Media Systems.

9.3.3 The Third Party shall ensure that anti-virus software and anti-virus definition files are updated for all Third-Party Systems in line with best business practice and in accordance with advice from applicable anti-virus software. The Third Party shall also ensure that its Subcontractors shall do the same on any Subcontractor systems used in the provision of the Service.

9.3.4 The Third Party shall ensure that the malware protection tool deployed:

- is a current and supported version;
- is updated with definition or signature files on a daily basis as a minimum;
- provides real time on-access and on-demand scanning;
- scan all content entering and leaving the IT infrastructure processing Reveal Media Information;

- is able to disinfect, quarantine or delete malware;
- can provide logging, alerts and reporting functionality; and
- cannot be disabled, reconfigured or prevented from working by unauthorised users.

Malware Protection on Devices

9.3.5 The Third Party shall ensure that, where technically feasible, any device processing Reveal Media Information must run the malware protection tool. This includes, but is not limited to, workstation, portable devices and servers. Where devices are technically unable to run the malware protection tool, then alternative mitigations shall be put in place to provide malware protection within the information processing chain.

9.4 Data Back-Up

9.4.1 The Third Party shall ensure that regular backups of all Third-Party Systems hosting Reveal Media Ltd. information are performed, and their restoration tested, dependant on the frequency of information change.

9.4.2 The Third Party shall ensure that where Third Party Systems backups are stored off-site they are encrypted and securely transported, and a written register maintained of all backup tapes stored off-site.

9.4.3 The Third Party shall have processes in place ensure the recovery from the loss or damage of Reveal Media Information or facilities used to process Reveal Media Information.

9.4.4 The third party shall operate a back-up policy which mandates:

- the backing-up of Reveal Media Information at scheduled risk-based intervals;
- validation of the back-ups;
- back-up retention periods;
- back-up type;
- media cycles and labelling; and
- a testing schedule.

9.4.5 The Third Party's back-up policy must be approved by Reveal Media Ltd.'s Service Manager.

9.5 Network Security Management

9.5.1 The Third Party shall (and shall ensure that its Subcontractors shall) maintain the appropriate confidentiality, integrity, and availability of Reveal Media Information, by:

- utilising secure network architecture and operations;
- ensuring that networks carrying Reveal Media Information are designed, built, monitored, and managed according to industry standards, best practices and frameworks e.g. ISO27001, TOGAF, OWASP ITIL, etc. such that they enforce the required information security policy boundaries. These boundaries must prevent unauthorised access to Systems and Reveal Media Systems or Reveal Media Information by default and allow only explicitly authorised and authenticated access.

9.5.2 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that anti-virus and firewall protection systems are implemented in relation to both internal and external traffic and ensure that:

- firewall platforms are hardened;

- penetration tests of firewall protected network connections are conducted by trained personnel on a regular basis;
- firewalls have real-time logging and alerting capabilities;
- intrusion detection systems are implemented where Internet connections exist;
- access lists are implemented on network routers to restrict access to sensitive internal networks or servers.

9.5.3 Remote support access shall be controlled via a secure gateway that implements the following controls:

- strong authentication (e.g. two-factor authentication);
- access via a secure gateway (e.g. a firewall);
- remote support accounts only enabled for the duration of troubleshooting activity;
- all troubleshooting activity is logged and reviewed.

9.5.4 The Third Party shall seek prior written Reveal Media approval to use any third-party provider of remote support of Third Party systems. Any such approved Subcontractor shall be subject to a contract between the Third Party and such Subcontractor detailing security requirements in relation to such support, and that access granted to the Subcontractor in order to provide such support is given with minimum privileges and revoked on completion.

9.5.5 The Third Party shall develop and implement an appropriate internet, email and acceptable use policy and ensure that appropriate controls are in place and documented to prevent unauthorised download of software or web content by Third Party (or Subcontractor) personnel.

9.5.6 The Third Party shall ensure that utility programs capable of overriding system and application controls shall be restricted and tightly controlled.

9.5.7 The Third Party shall ensure that automatic equipment identification shall be used where appropriate as a means to authenticate connections from specific locations and equipment.

9.5.8 The Third Party shall have in place an intrusion detection strategy and upon request by Reveal Media Ltd., provide written evidence as to what methods are employed, whether these are recognised intrusion detection systems or whether there is a reliance on other controls in place (firewalls, network router/switch protection) and whether the function is outsourced.

9.5.9 The Third Party shall ensure that regular penetration testing is carried out and shall agree in writing beforehand the scope of penetration testing for the Services with Reveal Media Ltd. Further, the Third Party shall notify Reveal Media Ltd. in writing of the results of such testing and act on the recommendations in timescales commensurate with the associated risks.

9.6 Platform and Application Security

9.6.1 The Third Party shall (and shall ensure that its Subcontractors shall) ensure:

- that standard platform builds are documented;
- all unnecessary services are removed from platforms or disabled, and remaining settings and software are security hardened;
- policies and procedures are developed and implemented to protect Reveal Media Information associated with the interconnection of Third Party and Reveal Media Systems; and
- all software installed on platforms is fully licensed and its use is authorised.

9.6.2 Where financial transactional functionality is (or becomes) a part of the Services, the Third Party shall provide information masking functionality in relation to software in

respect of any financial information (including but not limited to debit/credit card and direct debit banking information) which Third Party (or its Subcontractors) handles for, or on behalf of, Reveal Media Ltd.

9.7 System Management

9.7.1 The Third Party shall (and shall ensure that its Subcontractors shall) maintain Systems security measures to guard against the accidental, deliberate or unauthorised disclosure, access, manipulation, alteration, destruction, corruption of information through processing errors, damage or loss or misuse of Reveal Media Information. As a minimum, these measures shall include software which:

- requires all users of the Systems to enter a username or identification number and password prior to gaining access to the Systems;
- controls and tracks the addition and deletion of users of Systems
- controls, logs and tracks user access to areas and features of the Systems.

9.7.2 The Third Party shall provide Reveal Media Ltd. with a written record of such user access from time to time where Reveal Media Ltd. reasonably requests such information.

9.7.3 The Third Party shall update, monitor and review all of the Third-Party Systems regularly.

9.7.4 The Third Party shall ensure that Third Party System clocks are synchronised with an agreed accurate time source.

9.7.5 The Third Party shall ensure that sufficient physical and logical segregation is applied to any equipment operated by the Third Party for Services provided to Reveal Media Ltd. unless explicit written authorisation is given by Reveal Media Ltd. for exceptions.

9.7.6 The Third Party shall ensure that the Services are fully resilient unless Reveal Media Ltd. has confirmed in writing that this is not required.

9.7.7 The Third Party shall ensure that any faults are logged, investigated, prioritised and rectified in timescales commensurate with the associated risks.

9.8 Mobile Computing

9.8.1 The Third Party shall ensure that it adopts a policy to protect against the risk of using mobile computing, teleworking activities and communication facilities where these are used to deliver Services to Reveal Media Ltd.

9.9 Data Encryption

9.9.1 The Third Party shall transfer/exchange Reveal Media Information via secure channels which are encrypted and further shall inform Reveal Media in writing of the encryption solution used to transfer / exchange Reveal Media Information in advance of any transfer or exchange. This solution must follow Reveal Media Ltd. Data Encryption Policy and is also applicable to Reveal Media Confidential Data stored at off-site facilities.

9.9.2 All such transfer / exchange of Reveal Media Information shall be compliant with all relevant agreements, laws, regulations and current industry best practice.

9.10 Monitoring and Audit Logs

9.10.1 Procedures must be in place to actively monitor for, review and act on any unauthorised processing of Reveal Media Information.

9.10.2 Auditing of activities and information security events related to the processing of Reveal Media Information must be kept in a secure log files which are protected against unauthorised alteration or deletions and are backed-up in line with the back-up policy.

9.10.3 The logged information must include fields that are attributable to a single individual to ensure accountability and must be kept for an agreed time to assist with any possible investigations. Logs must be made available to Reveal Media IS on request either as real-time or batch.

10 Access Control

10.1 Access

10.1.1 The Third Party shall have an established, documented, and regularly reviewed formal procedure for the provision and limitation of access to the Third-Party Systems, any Reveal Media Systems, and Reveal Media Information so that access is limited to those personnel that need access to such information or systems to perform their duties.

10.2 Passwords

10.2.1 The Third Party shall have a system-enforced password and user account policy that meets or exceeds Reveal Media password policy, i.e. minimum password length, strength; minimum and maximum age and password reuse prevention. This shall include procedures to be followed when personnel leave their work station and a process to control and manage user accounts upon completion of employment or an individual's short-term contract or a change in role.

10.2.2 An automated system lock is to be invoked by where a work-station used to access, or process Reveal Media Information is left unattended for a period in excess of 10 minutes.

10.2.3 The Third Party shall ensure that restrictions on connection times shall be used to provide additional security for high risk applications processing Sensitive Reveal Media Information.

10.2.4 The Third Party shall ensure that all platform and application user accounts are unique, justified, authorised and regularly reviewed and:

- all platform accounts are granted minimum privileges;
- significant platform activity is logged in writing and regularly reviewed;
- access to platform audit trails is restricted and logged;
- default accounts are deleted or disabled;
- privileged platform accounts, e.g. root, are only used under change control procedures and not for day-to-day system operation;
- where privileged account access is used, this access is logged in writing and regularly reviewed;
- access to databases is restricted;
- where SQL databases are implemented, recent vulnerabilities are patched or mitigated;
- access to information systems audit tools shall be appropriately protected to prevent any possible misuse or compromise.

11 Information Systems Acquisition, Development and Maintenance

11.1 Security Requirements for Information Systems

11.1.1 New information systems or enhancements to existing systems must have valid business requirements which must specify security controls to maintain or protect Reveal Media Information. The business requirements must be agreed by Reveal Media Ltd. Service Manager and must be subject to the third parties defined risk management process.

11.1.2 The Third Party shall ensure that any new systems introduced into Reveal Media Ltd.'s Information environment are compliant with PCI DSS (where applicable), the requirements of the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") (and any amendment thereof or replacement thereto) and any other relevant legal and regulatory requirements.

11.1.3 Capacity requirements must take into account the business criticality of the system. Procedures must require information systems to be designed to cope with current and predicted information processing requirements. The Third Party shall ensure that capacity requirements are monitored, and Third-Party Systems and networks are regularly reviewed so that they are scaled accordingly.

11.1.4 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that where cryptographic controls are implemented, procedures for the use of cryptography and key management are in line with Reveal Media Ltd. Data Encryption Policy, are securely managed using documented policy procedures, and key changes made under dual control.

11.2 Security in Development Change and Support Processes

11.2.1 A policy document to outline a secure process for software development of software and systems processing Reveal Media Information, whether in-house or outsourced, needs to be defined and maintained.

11.2.2 Technical security standards (including secure build configuration) for applications and systems used in processing Reveal Media Information must be defined, documented and maintained. New systems and applications must comply with these standards.

11.2.3 The Third Party shall ensure that change control procedures are agreed and documented between the Third Party and Reveal Media Ltd.; and that such documented procedures require that detail as to why the change was required and how and when the changes were executed are recorded and also include an emergency change process.

11.2.4 The Third Party shall notify Reveal Media Ltd. of any upgrades or configuration changes which will impact on the security of Reveal Media Information.

11.2.5 The Third Party shall ensure that back out procedures are documented prior to implementing any change.

11.2.6 The Third Party shall ensure that all changes for information systems, upgrades, and new software in relation to the Services have considered security control requirements, based upon the identified risks, and that these changes are tested prior to implementation.

11.2.7 The Third Party shall ensure that access to program source code is restricted and strictly controlled.

11.3 Technical Vulnerability Management

11.3.1 The Third Party shall have in place an intrusion detection strategy and upon request by Reveal Media Ltd., provide written evidence as to what methods are employed, whether these are recognised intrusion detection systems or whether there is a reliance on other controls in place (firewalls, network router/switch protection) and whether the function is outsourced.

11.3.2 The Third Party shall ensure that regular penetration testing is carried out and shall agree in writing beforehand the scope of penetration testing for the Services with Reveal Media Ltd. Further, the Third Party shall notify Reveal Media Ltd. in writing of the results of such testing and act on the recommendations in timescales commensurate with the associated risks.

11.3.3 The Third Party shall (and shall ensure that its Subcontractors shall) ensure that appropriate patch management procedures are in place to remain current with platform security fixes and to ensure adequate testing is carried out.

12 Incident Management

12.1 Policy and Procedure

12.1.1 The Third Party shall (and shall ensure that its Subcontractors shall) at all times maintain a security incident response procedure.

12.1.2 The Third Party shall ensure that mechanisms are in place to enable the types, volumes and costs of information security incidents to be quantified and monitored. Where required by Reveal Media Ltd., the Third Party will provide such information regarding information security incidents to Reveal Media Ltd.

12.1.3 The Third Party shall require all Third-Party personnel (and any Subcontractor personnel) to report any observed or suspected security weaknesses in Systems or Services to the Third Party. The Third Party shall inform Reveal Media Ltd. immediately about any such weaknesses of which it becomes aware.

12.2 Reporting

12.2.1 In the provision of Services to Reveal Media Ltd. and as part of the security incident response procedure, if the Third Party becomes or is made aware of any contravention of the information security requirements under the Contract, or of unauthorised access to Reveal Media Ltd. Systems, information or any of our Systems including Reveal Media Ltd. network, the Third Party shall (and shall ensure that its Subcontractors shall):

- immediately report the incident to Reveal Media;
- promptly provide Reveal Media Ltd. with a detailed written report setting out the details of and reasons for the contravention of the information security requirements and describing in detail any Reveal Media Information, Systems and/or Reveal Media Systems which have been accessed without authorisation;
- provide Reveal Media Ltd., at no additional cost, with any assistance to restore our Information, the Systems and Reveal Media Systems and any other assistance that may be required by Reveal Media Ltd.;
- preserve evidence to include collection, retention and presentation of such evidence to Reveal Media Ltd. IS;

- promptly return to Reveal Media Ltd. any copied or removed Reveal Media Information;
- comply with all reasonable directions of Reveal Media Ltd.; and
- take immediate remedial action to secure Reveal Media Ltd. Information, Systems and /or Reveal Media Systems and to prevent re-occurrences of the same or similar contravention and provide Reveal Media Ltd. with details of such remedial action.

12.2.2 If either a criminal situation or a breach of Third Party policies and the requirements in the Contract occurs involving Third Party or Subcontractor personnel who are providing Services to Reveal Media Ltd. and such criminal situation or breach becomes known to the Third Party (or its Subcontractor), Reveal Media Ltd. must be notified as soon as practicable of the facts surrounding the same.

13 Business Continuity Management

13.1.1 The Third Party shall (and shall ensure that its Subcontractors shall) comply with Reveal Media Business Continuity Policies as attached to the Contract or notified to the Third Party from time to time.

13.1.2 The Third Party shall (and shall ensure that its Subcontractors shall) align with the Business Continuity Standard ISO22301.

13.1.3 The Third Party shall ensure that a Business Continuity Plan is in place in relation to the provision of Services to Reveal Media Ltd. The plan shall set out how business operations shall be restored following an interruption to or failure of business processes within a time period agreed to be acceptable by Reveal Media Ltd.

13.1.4 The Business Continuity Plan shall include arrangements to inform and engage appropriate Reveal Media personnel in its execution.

13.1.5 The Third Party shall test the Business Continuity Plan at least annually and shall report back to Reveal Media Ltd. on such testing where required by Reveal Media Ltd.

13.1.6 The Third Party shall at least annually review and update, as necessary, the Business Continuity Plan and shall submit any proposed updates to the Business Continuity Plan to Reveal Media Ltd. for Reveal Media Ltd.'s written, prior approval.

14 Compliance

14.1 Data Privacy

14.1.1 The Third Party shall at all times ensure that it maintains and abides by an appropriate Data Protection Policy to safeguard Reveal Media Information in accordance with the terms of the Contract and the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") (and any amendment thereto or replacement thereof) and any other applicable statute, regulation or industry code.

14.1.2 Where any Reveal Media Information is intended to be transferred, stored or processed outside of the UK, the Third Party shall provide, for Reveal Media written approval, full details of the locations, security arrangements and what information is to be transferred, stored or processed outside of the UK.

14.1.3 Where any elements of service delivery are proposed to be offshored, the proposal must be subject to a full information security risk assessment and must be approved by Reveal Media IS and Legal teams before it can proceed.

14.1.4 The Third Party shall ensure that appropriate retention and secure deletion/destruction policies and procedures are in place for all Reveal Media Information held. Reveal Media Ltd. may require a copy of the policies and procedures.

14.1.5 The Third Party shall maintain an information retention & destruction policy to ensure that Reveal Media Information is retained for no longer than necessary and is protected from unauthorised or unlawful processing. Where the Third Party is acting as a data processor (as defined under the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") (and any amendment thereto or replacement thereof)) for the Services, they must act only in accordance with Reveal Media Ltd.'s instructions on retention and destruction.

14.1.6 The Third Party shall ensure that the storage and subsequent destruction of Reveal Media Information is secure and in compliance with Reveal Media's instructions. All items of equipment used in the provision of the Services containing storage media shall be checked by the Third Party to ensure that any Reveal Media Information and licensed software has been removed or securely overwritten prior to secure deletion.

14.1.7 If Reveal Media Information is to be shared with a Sub-contractor, the Third Party shall notify Reveal Media Ltd. in advance and provide Reveal Media Ltd. with a copy of the legal agreement in place.

14.2 Legal, Regulatory and Contractual Compliance

14.2.1 Legal, regulatory or contractual requirements must be complied with and taken into account in the processing of Reveal Media Information. In particular this includes but is not limited to compliance with the Data Protection, Freedom of Information and privacy requirements.

14.3 Compliance with Reveal Media Policies and Standards

14.3.1 Reveal Media Information processing systems including databases processing Reveal Media Information must be checked on an annual basis to ensure they comply with relevant security procedures including this policy.

14.3.2 An annual report on the compliance of Reveal Media Information processing systems against the relevant information security standard and this policy must be provided to Reveal Media Ltd.'s Service Manager.

14.4 Audit

14.4.1 The Third Party shall grant to Reveal Media Ltd. such access to the Sites used as is necessary to allow Reveal Media Ltd. to perform its responsibilities or exercise its rights under the Contract and shall participate in information security reviews as and when reasonably requested by Reveal Media Ltd.

14.4.2 If an investigation or audit is conducted by Reveal Media Ltd. or on behalf of Reveal Media Ltd., the Third Party will ensure that all personnel shall cooperate with such investigators or auditors and, if requested, will make relevant personnel available for interview.

14.4.3 On or after termination of the Services, the Third Party shall grant Reveal Media Ltd. the right to perform reasonable audits and inspections of the Third Party and its Subcontractors for reasons of security, fraud and regulatory compliance in relation to the Services; or for reason of verifying the Third Party's compliance with the Contract.

14.4.4 If the Third Party has attained external validation or certification to any security industry standards, for example, this may include certification or standards such as ISO 27001, PCI DSS, SSAE 16 or FSA, or any other audit standards which may contain security control assessments, the Third Party shall provide evidence of the relevant certification and/or Statement of Applicability upon request.

15 Customer Protection

15.1.1 The Third Party shall ensure that all Third-Party personnel (and any Subcontractor personnel) who have any face-to-face contact with members of the public in connection with the provision of Services are each issued with unique, clearly identifiable ID passes.

15.1.2 The Third Party shall ensure that such ID passes are visible on all Third-Party personnel (and any Subcontractor personnel) at all times and that a robust policy is in force to manage loss of ID cards and ID cards left at home by Third Party personnel (and any Subcontractor personnel).

15.1.3 The Third Party shall track the issue and subsequent disposal of any Reveal Media branded items that are used in the provision of Services to Reveal Media customers.

15.1.4 The Third Party shall maintain a written register of lost/stolen Reveal Media branded items.

15.1.5 The Third Party shall ensure that all Third-Party personnel (and any Subcontractor personnel) do not share their unique ID number with other personnel or with any 3rd parties.

15.1.6 The Third Party shall, upon request, provide to Reveal Media Ltd. a regular list of Third Party personnel (and any Subcontractor personnel) including details of all joiners and leavers.

15.1.7 The Third Party shall obtain all necessary licenses or permissions required in the provision of Services to Reveal Media (e.g. trading licence).

15.1.8 Where Third Party personnel (or any Subcontractor personnel) have face-to-face contact with Reveal Media customers as part of providing the Services, the Third Party shall have a policy in force detailing actions to be observed for No Cold calling zones, any by- laws and any local Neighbourhood Watch schemes.

15.1.9 Where Third Party personnel (or any Subcontractor personnel) have face-to-face contact with Reveal Media customers as part of providing the Services, the Third Party shall have in force a customer interaction incident escalation process.

15.1.10 Where Third Party personnel (or any Subcontractor personnel) have face-to-face contact with Reveal Media customers as part of providing the Services, the Third Party shall detail how any campaign activity and geographical deployment of Third Party staff is controlled and shall provide full details of such controls in writing on a regular basis to Reveal Media.

15.1.11 Where Third Party personnel (or any Subcontractor personnel) have face-to-face contact with Reveal Media customers as part of providing the Services, the Third Party shall notify the local police of a campaign activity in the area in which the Third Party is operating.

15.1.12 The Third Party shall have in force a procedure for dealing with vulnerable members of the public (including but not limited to children).

16 Documents Required

16.1.1 The Third Party shall supply the following documents, policies and procedures upon request by Reveal Media Ltd.:

- High-level architecture diagram
- Information Security Policy
- Risk Management Framework
- IT/IS Organisation Chart
- Data Retention Policy
- Data Storage and Disposal Procedure
- Security Incident Response Procedure
- Business Continuity Plan
- Data Protection Policy
- Physical Security Policy
- Acceptable Use Policy
- Disciplinary Policy

Appendix 1 – Defined Terms

The terms used herein shall have the following definitions:

“Agreement” means the legal agreement(s) between Reveal Media Ltd. and the third party which incorporates these requirements by inclusion or reference

“Sensitive Data” has the meaning set out in the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) or equivalent

“Services” means the services provided by the third party to Reveal Media Ltd. as set out in the supplier’s legal agreement

“Sites” means any location used by the third party in providing the services including but not limited to the supplier’s sites and any other location where Reveal Media Information or materials are stored and/or processed

“Reveal Media Information” means any and all data owned, processed or produced by or on behalf of Reveal Media Ltd. (including data produced by the third party in the provision of the services)

“Reveal Media Materials” means any materials and/or devices supplied by Reveal Media Ltd. to the third party or otherwise generated through the provision of the services under the agreement including but not limited to all devices, computer hardware, computer and telecoms equipment, appliances, stationery, and any other materials, consumables, supplies or property of any kind

“Reveal Media Network” means any electronic communications systems operated by Reveal Media Ltd.

“Third Party” means organisations (and their Reveal Media approved Sub-Contractors) that provide Services to Reveal Media on a contractual basis

“Supplier” means organisations (and their Reveal Media approved Sub-Contractors) that provide Services to Reveal Media on a contractual basis

“Subcontractor” means contractor appointed by the third party in accordance with the agreement to provide all or part of the services

“Supplier Personnel” means any employee, contractor or agent (including the employees of such contractor or agent) of the third party engaged by the supplier to provide the services

“Systems” means the information and communications technology system used by a party in performing the Services including any software, middleware, hardware, devices and peripherals.

