



# CNBV – Credit Institutions Law and General Provisions Applicable for Credit Institutions

## Google Cloud Platform Mapping

This document is designed to help institutions supervised by the Comisión Nacional Bancaria y de Valores (“**regulated entity**”) to consider the Credit Institutions Law (Ley de Instituciones de Crédito; the “**LIC**”) and the General Provisions Applicable for Credit Institutions (Disposiciones de Carácter General Aplicables a las Instituciones de Crédito; the “**CUB**”), (the “**frameworks**”) in the context of Google Cloud Platform (“**GCP**”) and the Google Cloud Financial Services Contract.

We focus on the following requirements of the frameworks: Article 46, Bis 1 and 2 of the LIC, Articles 318 III, 326-332 of the CUB. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Cloud services and the Google Cloud Financial Services Contract.

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
<b>LIC</b>			
1.	<i>Outsourcing of services</i>		
2.	Article 46, Bis 1, Institutions may outsource services needed for their operations subject to the general provisions issued by the Regulator (Comisión Nacional Bancaria y de Valores; “CNBV”) (i.e. CUB).	Refer to Rows 9 to 62 on the CUB.	N/A
3.	Article 46, Bis 1, The Regulator, subject to the Institution’s right of audience, may order the total or partial, temporary or definitive suspension of the outsourced services rendered by the third-party provider in case the provisions of this Article 46 Bis 1 of the LIC are breached or if the operational continuity of the Institution may be affected or in order to protect the public interest, unless the Regulator approved a regularization program that meets the requirements set forth in the general provisions issued by the Regulator (i.e. CUB).	<p>Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance.</p> <p>Google also recognizes that resilience is a key focus for regulated entities and supervisory authorities. Our <a href="#">Strengthening operational resilience in financial services by migrating to Google Cloud</a> whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it.</p> <p>However, if you wish to stop using our services, you can do so at any time. You can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.</p>	<p>Enabling Customer Compliance</p> <p>Ceasing Services Use; Term and Termination</p>
4.	Article 46, Bis 1, The Regulator will make directly to the Institutions, all information requirements, observations and corrective measures that may result from its supervision of activities outsourced by the Institutions, in order to ensure the continuity of services provided by the Institutions to their clients, the information integrity and compliance to applicable regulations. Furthermore, the Regulator shall have the authority to carry out, at any time, supervision and inspection actions with respect to third-party providers, and to conduct audits to the third parties hired by the Institutions relating to the outsourced activities, or to order Institutions to conduct such audits to third parties, as to which the Institutions must submit the corresponding report.	Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees. Regulated entities can access their data on the service at any time and provide their supervisory authorities with access.	Regulator Information, Audit and Access Customer Information, Audit and Access
5.	Article 46, Bis 1, The Regulator must specify the subject matter of any inspections or audits, which in any case must refer to the outsourced service. The relevant services contracts must include the agreement of the third party to comply with the provisions of this Article 46 Bis 1 of the LIC.	Refer to Row 4 for information about the audit, access and information rights Google grants to supervisory authorities.	Representations and Warranties



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		In addition, Google will comply with all laws, regulations and binding regulatory guidance applicable to it in the provision of the Services.	
6.	<i>Compliance</i>		
7.	Article 46 Bis 2, Outsourcing of services shall not release the Institutions or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation.	This is a customer consideration.	N/A
8.	Article 46 Bis 2, The Regulator may request the service providers, through the Institution, information, including books, records and documents related to the outsourced services, as well as to conduct inspection visits and order measures to be implemented by the Institutions to ensure the continuity of the services provided by the Institutions to their clients, the information integrity and compliance to applicable regulation.	<p><u>Access by supervisory authorities</u></p> <p>Google recognizes that regulated entities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities, and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit. Regulated entities may access their data on the services at any time and may provide their supervisory authority with access.</p> <p><u>Audit reports</u></p> <p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"> <li>• <a href="#">ISO/IEC 27001:2013 (Information Security Management Systems)</a></li> <li>• <a href="#">ISO/IEC 27017:2015 (Cloud Security)</a></li> <li>• <a href="#">ISO/IEC 27018:2014 (Cloud Privacy)</a></li> <li>• <a href="#">PCI DSS</a></li> <li>• <a href="#">SOC 1</a></li> <li>• <a href="#">SOC 2</a></li> </ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	<p>Regulator Information, Audit and Access Customer Information, Audit and Access</p> <p>Certifications and Audit Reports</p>
<b>CUB</b>			
9.	<i>Specific Requirements</i>		



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10.	Article 318 III, Institutions that intend to hire a third party to provide any services, must comply with the following requirements:		
11.	II. Produce a report that specifies the operational or databases and IT systems administration processes of the Institution that are the subject matter of the services to be outsourced, as well as the criteria and procedures for selecting the third-party provider. Such criteria and procedures shall be aimed at evaluating the experience, technical capacity and human resources of the third party to be hired to provide the service with adequate levels of performance, reliability and safety, as well as the effects that may be produced in one or more operations carried out by the Institution.	<p><u>Services to be outsourced</u></p> <p>The GCP services are described on our <a href="#">services summary</a> page. You decide which services to use, how to use them and for what purpose. Therefore, you decide the scope of the arrangement.</p> <p><u>Criteria and procedures for selection</u></p> <p>Google recognizes that you need to conduct due diligence and perform a risk assessment before deciding to use our services. To assist you, we've provided the information below.</p> <p><u>Experience</u></p> <ul style="list-style-type: none"> <li>• Google Cloud has been providing cloud services for over 10 years, assisting customers across the globe in the financial services, healthcare &amp; life science, retail and public sectors to name a few. More information on Google Cloud's capabilities is available on our <a href="#">Choosing Google Cloud</a> page.</li> <li>• Information about our referenceable customers (including in the financial services sector) is available on our <a href="#">Google Cloud Customer</a> page.</li> </ul> <p><u>Technical Capacity</u></p> <ul style="list-style-type: none"> <li>• Information on Google Cloud's capabilities is available on our <a href="#">Choosing Google Cloud</a> page.</li> <li>• Google Cloud has been named as a leader in several reports by third party industry analysts. You can read these on our <a href="#">Analyst Reports</a> page.</li> </ul> <p><u>Human resources</u></p> <ul style="list-style-type: none"> <li>• Information about Google Cloud's leadership team is available on our <a href="#">Media Resources</a> page.</li> <li>• Google employs some of the world's foremost experts in information, application and network security.</li> </ul>	Definitions



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12.	III. Include within the services agreement or any other ancillary document the unconditional acceptance of the third-party provider to:		
13.	a) Receive supervisory visits from the Institution's external auditor, the Regulator or any third party designated by the Regulator, with the exclusive purpose of obtaining information to verify that the outsourced services allow the Institution to comply with the applicable regulatory provisions. The Institution may appoint a representative to carry out said visits.	Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit.	Regulator Information, Audit and Access Customer Information, Audit and Access
14.	b) Allow the Institution to conduct audits in connection with the outsourced services, in order to verify compliance with regulatory provisions applicable to the Institution.	Refer to Row 13 above.	N/A
15.	c) Deliver upon request of the Institution, to the Institution's external auditor and to the Regulator or any third party designated by the Regulator, all books, systems, records, manuals and documents in general, related to the provision of the relevant service. Also allow access to the responsible staff and to its offices and premises in general, related to the provision of the relevant service.	Refer to Row 13 above.	N/A
16.	d) Notify the Institution at least thirty calendar days in advance of any modification to its corporate purpose or its internal organization, which could affect the provision of the relevant service.	Refer to your Google Cloud Financial Services Contract.	Notice of Change to Corporate Purpose
17.	e) If applicable, keep confidentiality with respect to information regarding the active, passive and service operations that the third-party provider may execute with the banking clients, and the information of such banking clients.	Google commits to only access or use your data to provide the Services ordered by you. In addition, Google makes commitments to protect your data, including regarding security, in the <a href="#">Data Processing and Security Terms</a> .	Confidentiality; Protection of Customer Data; Data Security; Security Measures (Data Processing and Security Terms)
18.	All information requirements, observations and corrective measures that derive from the supervision activities carried out by the Regulator, will be made directly to the Institution. Furthermore, the Regulator may, at any time, order the performance of the visits and audits indicated in paragraphs a) and b) above, indicating any and all aspects to be contemplated therein, and the Institution must submit to the Regulator a report thereof.	Refer to Row 13 for information about the audit, access and information rights that Google grants to regulated entities and their appointees.	N/A
19.	IV. Have in place policies and procedures to supervise performance of the third-party providers and compliance with its contractual obligations. Such policies and procedures must contain all aspects related to:	You can monitor Google's performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.  For example:	Ongoing Performance Monitoring



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		<ul style="list-style-type: none"> <li>The <a href="#">Status Dashboard</a> provides status information on the Services.</li> <li><a href="#">Google Cloud Operations</a> is an integrated monitoring, logging, and diagnostics hosted solution that helps you gain insight into your applications that run on GCP.</li> <li><a href="#">Access Transparency</a> is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel's location).</li> </ul>	
20.	a) Restrictions or conditions with respect to the possibility that the third-parties, in turn, subcontract the provision of services.	<p>Google recognizes that regulated entities need to consider the risks associated with subcontracting. We also want to provide you and all our customers with the most reliable, robust and resilient service that we can. In some cases there may be clear benefits to working with other trusted organizations e.g. to provide 24/7 support.</p> <p>To enable regulated entities to retain oversight of any sub-outsourcing and provide choices about the services they use, Google will:</p> <ul style="list-style-type: none"> <li>provide information about our subcontractors;</li> <li>provide advance notice of changes to our subcontractors; and</li> <li>give regulated entities the ability to terminate if they have concerns about a new subcontractor.</li> </ul> <p>Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you.</p>	Google Subcontractors
21.	b) Confidentiality and security of the information of the Institution's clients.	<p>This is addressed in the <a href="#">Data Processing and Security Terms</a> where Google makes commitments to protect your data, including regarding security.</p> <p>The confidentiality and security of a cloud service consists of two key elements:</p> <p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p>	Confidentiality  Data Security; Security Measures ( <a href="#">Data Processing and Security Terms</a> )



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		<p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <ul style="list-style-type: none"><li>• Our <a href="#">infrastructure security</a> page</li><li>• Our <a href="#">security whitepaper</a></li><li>• Our <a href="#">cloud-native security whitepaper</a></li><li>• Our <a href="#">infrastructure security design overview</a> page</li><li>• Our <a href="#">security resources</a> page</li></ul> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p><u>(a) Security by default</u></p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <ul style="list-style-type: none"><li>• <b>Encryption at rest.</b> Google encrypts customer data stored at rest by default, with no additional action required from you. More information is available at: <a href="https://cloud.google.com/security/encryption-at-rest/default-encryption">https://cloud.google.com/security/encryption-at-rest/default-encryption</a>.</li><li>• <b>Encryption in transit.</b> Google encrypts and authenticates all data in transit at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. More information is available at <a href="https://cloud.google.com/security/encryption-in-transit">https://cloud.google.com/security/encryption-in-transit</a>.</li></ul> <p><u>(b) Security products</u></p>	



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		<p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our <a href="#">Cloud Security Products</a> page.</p> <p>(c) <a href="#">Security resources</a></p> <p>Google also publishes guidance on:</p> <ul style="list-style-type: none"><li>• <a href="#">Security best practices</a></li><li>• <a href="#">Security use cases</a></li></ul>	
22.	c) Obligations of the Institution and third-party providers, procedures to supervise compliance thereof, and the legal consequences in case of default.	<p>If Google's performance of the Services does not meet the <a href="#">Google Cloud Platform Service Level Agreements</a> regulated entities may claim service credits.</p> <p>Refer to Row 19 for information on how you can monitor Google's performance of the Services.</p>	Services
23.	d) Mechanisms for the solution of disputes related to the provision of services.	Refer to your Google Cloud Financial Services Contract	Governing Law
24.	e) Business continuity plans, including contingency procedures in case of disaster.	<p>Google will implement a business continuity plan for the Services, review and test it at least annually and ensure it remains current with industry standards. Regulated entities can review our plan and testing results.</p> <p>In addition, information about how customers can use our Services in their own business contingency planning is available in our <a href="#">Disaster Recovery Planning Guide</a>.</p>	Business Continuity and Disaster Recovery
25.	f) Use and exploitation in favor of the Institution of the databases resulting of the services.	You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications, both during the term and after termination.	Intellectual Property
26.	g) Establishment of guidelines that ensure that third parties periodically receive training and information relating to the outsourced services.	Regulated entities can operate the services independently without action by Google personnel. Google provides <a href="#">documentation</a> to explain how customers and their employees can use our services. If a customer would like more guided training, Google also provides a variety of <a href="#">courses and certifications</a> .	N/A
27.	h) Compliance with minimum operational and safety guidelines indicated in Exhibits 52 and 58 of the CUB, if the services to be outsourced refer to the use of technological infrastructure or telecommunications.	Refer to Row 21 for information on Google's security practices, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A



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28.	V. Have in place plans to evaluate and report to the Board of Directors, the Audit Committee or the CEO of the Institution, depending on the materiality of the outsourced service, the performance of the third- party provider, and compliance with applicable regulations related to such service. Regarding information processing services, every two years the Institution must conduct audits that intend to verify the degree of compliance with this requirements, as well as the provisions of Exhibits 52 and 58 of the CUB, as applicable. Notwithstanding the foregoing, the Regulator may order the performance of such audit at any time, when the Regulator consider that there are risk conditions regarding operation and information security.	<p>This is a customer consideration.</p> <p>Refer to Row 19 for information about how you can monitor Google’s performance of the services.</p> <p>Refer to Row 13 for information about the audit, access and information rights that Google grants to regulated entities and their appointees. The regulated entity is best placed to decide what audit frequency and scope is right for their organization. Our contract does not limit regulated entities to a fixed number of audits or a pre-defined scope.</p>	Customer Information, Audit and Access
29.	VI. Provide that the CEO, the Audit Committee and the internal auditor of the Institution define and supervise, according to their competencies, compliance with the mechanisms set for the proper management, control and security of the information generated, received, transmitted, processed or stored in the execution of services that refer to the use of technological infrastructure, telecommunications or information processing, which are provided partially or totally outside of Mexico.	Refer to Row 21 for information on Google’s security practices, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A
30.	VII. Set forth the criteria that allow the Institutions, through their CEO, to evaluate the extent to which the outsourcing of services could qualitatively or quantitatively affect the operations carried out by the Institution, according to its purpose, and considering the following:		
31.	a) The Institution's ability to maintain operational continuity and to carry out operations and services with its clients in case of contingency.	Google recognizes that resilience (including operational continuity) is a key focus for regulated entities and supervisory authorities. Our <a href="#">Strengthening operational resilience in financial services by migrating to Google Cloud</a> whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it.	N/A
32.	b) The complexity and timing required to find a third party that, if necessary, replaces the original third-party provider.	Google is committed to addressing customers’ needs for portability and interoperability. In particular, Google believes in an open cloud that supports multi-cloud and hybrid cloud approaches. If implemented through the use of open-source based technologies, these approaches can provide customers with the levels of portability, substitutability and survivability, required for robust exit planning. Refer to our <a href="#">Strengthening operational resilience in financial services by migrating to Google Cloud</a> whitepaper for more information.	





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		<p>We will enable you to access and export your data throughout the duration of our contract and during the post-termination transition term. You can export your data from the Services in a number of industry standard formats. For example:</p> <ul style="list-style-type: none"> <li>• <a href="#">Google Kubernetes Engine</a> is a managed, production-ready environment that allows portability across different clouds as well as on premises environments.</li> <li>• <a href="#">Migrate for Anthos</a> allows you to move and convert workloads directly into containers in Google Kubernetes Engine.</li> <li>• You can export/import an entire VM image in the form of a .tar archive. Find more information on images and storage options on our <a href="#">Compute Engine Documentation</a> page.</li> </ul> <p>Google recognizes that regulated entities need sufficient time to exit our services (including to transfer services to another service provider). To help regulated entities achieve this, upon request, Google will continue to provide the services for 12 months beyond the expiry or termination of the contract.</p>	<p>Data Export (<a href="#">Data Processing and Security Terms</a>)</p> <p>Transition Term</p>
33.	c) Any limitation in the decision-making process that materially impact in the administrative, financial, operational or legal situation of the Institution.	<p>You operate the services independently without action by Google personnel. You decide which services to use, how to use them and for what purpose. Therefore you stay in control of the relevant activities.</p> <p>Regulated entities can use the following functionality to control the Services:</p> <ul style="list-style-type: none"> <li>• <a href="#">Cloud Console</a>: A web-based graphical user interface that customers can use to manage their GCP resources.</li> <li>• <a href="#">gcloud Command Tool</a>: A tool that provides the primary command-line interface to GCP. A command-line interface is a user interface to a computer's operating system.</li> <li>• <a href="#">Google APIs</a>: Application programming interfaces which provide access to GCP.</li> </ul>	Instructions
34.	d) The ability of the Institution to maintain appropriate internal controls and timeliness of the accounting recording, and to comply with regulatory requirements in case of suspension of the service by the third-party provider.	Google recognizes that regulated entities must plan for situations where their providers are unable, for any reason, to provide the services contracted. Refer to Row 32 for information about portability and interoperability when using our services.	N/A
35.	e) The impact that any suspension of the service would have on the financing situation, reputation and operations of the Institution.	This is a customer consideration.	N/A



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36.	f) The Institution's ability to participate efficiently in the payment system.	This is a customer consideration.	N/A
37.	g) The vulnerability of the information related to the clients.	Refer to Row 21 for information on Google's security practices, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A
38.	The CEO of the Institution will be responsible for approving the policies and criteria for selecting third-party providers to be hired by the Institution. Furthermore, the CEO will be responsible for the implementation of such policies and criteria.	This is a customer consideration.	N/A
39.	<i>Notification to the Regulator</i>		
40.	Articles 326 and 327, Institutions that intend to hire a third party to perform any operational process or to manage databases or IT systems must notify the Regulator (CNBV) at least 20 days business days in advance.	This is a customer consideration.	N/A
41.	Articles 326 and 327, The notification must be signed by the Institution's CEO and must include (i) a technical report specifying the type of transactions or banking services to be executed using the technological platform provided by the third party and explaining how minimum operational and security requirements will be complied with, and (ii) a draft of the services agreement, indicating the estimated date of execution.	This is a customer consideration.  Refer to Row 21 for information on Google's operational and security capabilities.	N/A
42.	<i>Authorization from the Regulator</i>		
43.	Article 328, The Institutions require the authorization from the Regulator (CNBV) to hire a third party to perform any operational process or to manage databases or IT systems, if the relevant services were to be rendered or executed partially or totally outside Mexico or by foreign residents, regardless of whether the relevant processes may or may not affect in a qualitative or quantitative manner one or more of the operations that the Institution performs.	<p>To provide you with a fast, reliable, robust and resilient service, Google may store and process your data where Google or its subprocessors maintain facilities.</p> <ul style="list-style-type: none"> <li>Information about the location of Google's facilities and where individual GCP services can be deployed is available <a href="#">here</a>.</li> <li>Information about the location of Google's subprocessors' facilities is available <a href="#">here</a>.</li> </ul> <p>Google provides the same contractual commitments and technical and organizational measures for your data regardless of the country / region where it is located. In particular:</p> <ul style="list-style-type: none"> <li>The same robust security measures apply to all Google facilities, regardless of country / region.</li> <li>Google makes the same commitments about all its subprocessors, regardless</li> </ul>	<p>Data Transfers (<a href="#">Data Processing and Security Terms</a>)</p> <p>Data Security; Subprocessors (<a href="#">Data Processing and Security Terms</a>)</p>



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		<p>of country / region.</p> <p>Google provides you with choices about where to store your data. Once you choose where to store your data, Google will not store it outside your chosen region(s).</p> <p>You can also choose to use tools provided by Google to enforce data location requirements. For more information, see our <a href="#">Data residency, operational transparency, and privacy for customers on Google Cloud Whitepaper</a>.</p>	Data Location ( <a href="#">Service Specific Terms</a> )
44.	Article 328, Institutions shall request CNBV's authorization at least 20 business days in advance. The request for authorization must comply with the same requirements set forth in Articles 326 and 327 of the CUB for the Notification to the Regulator, and must include documentation evidencing compliance with requirements set forth in Article 318 of the CUB , as well as the following:	This is a customer consideration.	N/A
45.	I. The third-party provider is a resident of a country which laws provide for personal data protection, securing confidentiality, or the residence country of the third-party provider have international agreements with Mexico regarding personal data protection and information exchange among regulators of financial institutions.	<p>Google LLC is the provider of the services. Google LLC is organized under the laws of the State of Delaware in the USA, where protection of data is regulated by laws enacted on both the national and the state level.</p> <p>Google will comply with all national data protection regulations applicable to it in the provision of the Services. This is addressed in the <a href="#">Data Processing and Security Terms</a>.</p>	Representations and Warranties
46.	II. That the Institution warrants that they maintain at their principal offices in Mexico, and at least the documents and information related to the evaluations, audit results and performance reports. Also, if required by the Regulator, such information shall be delivered in Spanish.	<p>Refer to Row 8 for information on the third-party audit reports that Google provides.</p> <p>Refer to Row 19 for information on how you can monitor Google's performance of the Services.</p>	N/A
47.	III. That the Institution has obtained the approval from its Board of Directors, or, if applicable, its Audit Committee of risk committee, which approval must provide for: (a) hiring the services does not pose a risk as to the adequate compliance of provisions applicable to the Institution, (b) that the third-party provider's practices are consistent with the operation of the Institution, (c) that the services will not affect the financial stability or operations continuity of the Institution due to the geographical distance, and, if applicable, the language used in the provision of services, and (d) measures to be implemented in case the operations of the Institution may be affected qualitatively or quantitatively as a result of the outsourcing of services, in any aspect listed in paragraph VII of Article 318 of the CUB.	This is a customer consideration	N/A



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48.	The Regulator may require the Institution to provide a draft of the services agreement and a copy of the executed version, with a Spanish translation.	Where relevant regulated entities may disclose a copy of the contract to their supervisory authority.	Enabling Customer Compliance; Information
49.	<i>Compliance</i>		
50.	Article 329, Operations carried out by the Institutions through outsourcing must comply with applicable regulations.	Google will comply with all laws, regulations, and binding regulatory guidance applicable to it in the provision of the services.	Representations and Warranties
51.	Article 329, The Institution's CEO shall be responsible for overseeing the application of policies set forth in Article 318, paragraph VII of the CUB.	This is a customer consideration.	N/A
52.	Article 329, Outsourcing of services shall not release the Institutions or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation.	This is a customer consideration.	N/A
53.	Article 329, The Regulator may order measures it considers necessary so that the Institutions maintain operational terms and conditions that do not affect the adequate provision of their services to the public or the financial stability or operational continuity of the Institutions.	Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance.  In particular, we appreciate that you will need to have confidence that the Google Cloud Financial Services Contract continues to support your compliance requirements. We are committed to working with you throughout our relationship to address the impact of changes in law or regulation.	Enabling Customer Compliance
54.	<i>Institution's responsibility vis-a-vis their clients</i>		
55.	Article 330, The Institutions shall always be responsible for the services provided by authorized third parties to banking clients, even if the operations are carried out in terms different than agreed, as well as for any breach of the regulations by the third-party providers.	This is a customer consideration.	N/A
56.	Article 330, In case of a breach of the applicable provisions by the third parties, the Institutions shall implement the necessary corrective measures.	The SLAs provide measurable performance standards and remedies for the services and are available on our Google Cloud Platform <a href="#">Service Level Agreements</a> page.	Services
57.	Article 330, The latter, will be without prejudice to the civil, administrative and criminal liabilities that such third-parties or its employees may incur for breaching the applicable regulations.	This is a customer consideration.	N/A
58.	Article 330, The provisions of Article 330 of the CUB shall be included in the services agreement between the Institution and the third-party provider.	Refer to your Google Cloud Financial Services	Customer's Responsibility towards End Users



# CNBV – Credit Institutions Law and General Provisions Applicable for Credit Institutions

## Google Cloud Platform Mapping

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
59.	<i>Suspension of services</i>		
60.	Article 331, The Institutions shall suspend services provided through any third-party, when Institutions become aware of changes in the operations of such third-party which could affect in a qualitative or quantitative manner the terms and conditions of the services contract, or of any breach by the third-party of the applicable regulation.	<p>Google will make information about developments that materially impact Google's ability to perform the Services in accordance with the SLAs available to you. More information is available <a href="#">here</a>.</p> <p>In addition, Google will notify you of data incidents promptly and without undue delay. More information on Google's data incident response process is available in our <a href="#">whitepaper</a>.</p> <p>If you wish to stop using our services you may do so at any time.</p>	<p>Significant Developments</p> <p>Data Incidents (<a href="#">Data Processing and Security Terms</a>)</p> <p>Ceasing Services Use</p>
61.	<i>Suspension required by the Regulator</i>		
62.	Article 332, The Regulator, subject to the Institution's right of audience, may order the total or partial, temporary or definitive, suspension of the outsourced services rendered by the third-party provider when in the Regulator's judgment, the financial stability or the operational continuity of the Institution may be affected or in order to protect the public interest, or in case the Institution breaches any applicable regulations, including the provisions set forth in the CUB, unless the Institution submits a regularization program that meets certain requirements set forth in Article 332 of the CUB, and such program is approved by the Regulator.	<p>Google recognizes that regulated entities require assistance from Google to enable them to ensure compliance with applicable laws and regulations. We are committed to working with regulated entities in good faith to provide this assistance.</p> <p>Google also recognizes that resilience is a key focus for regulated entities and supervisory authorities. Our <a href="#">Strengthening operational resilience in financial services by migrating to Google Cloud</a> whitepaper discusses the continuing importance of operational resilience to the financial services sector, and the role that a well-executed migration to Google Cloud can play in strengthening it.</p> <p>However, if you wish to stop using our services, you can do so at any time. You can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.</p>	<p>Enabling Customer Compliance</p> <p>Ceasing Services Use; Term and Termination</p>