



**Interseguro**

## **CONFIDENTIALITY POLICY**

## I. PURPOSE

This policy aims at defining the standards in order to safeguard Confidential Information against unauthorized use, dissemination or disclosure, modification, damage or loss and at ensuring compliance with regulations and laws applicable to Interseguro Compañía de Seguros S.A. (“Interseguro”).

## II. SCOPE

The scope of the Confidentiality Policy (hereinafter “Confidentiality Policy”) is mandatory and applies to all Interseguro’s collaborators with access to information assets.

## III. EXTERNAL REFERENCES

[1] **ISO/IEC 27001:2013**, Information Security Management System (ISMS).

[2] **Circular SBS G-140-2009**, Information Security Management.

[3] **Personal Data Protection Act – Act No. 29733**.

[4] **Act Regulations No. 29733, Personal Data Protection Act**, approved by Supreme Decree No. 003-2013-JUS.

## IV. DEFINITIONS

- **Confidential Information:** All information belonging to or held by Interseguro, related to business details, operations, software, know-how, commercial, accounting, tax, legal, technological aspects, personal and sensitive data of third parties contained in Interseguro’s databases and, in general, any information accessed.
- **Employee:** All Interseguro’s collaborators, regardless of their employment regime.
- **LPDP:** Personal Data Protection Act - Act No. 29733, as well as its complementary, amending and regulatory regulations.

## V. EMPLOYEE’S OBLIGATION

Given the sensitivity and nature of the Confidential Information contained in Interseguro’s information systems, proper control and access must be ensured. The loss or misuse of Confidential Information may result in a variety of damages, such as unauthorized disclosure and non-compliance with regulations and laws applicable to Interseguro. In this respect, the Employee is obliged to:

1. Keep secret and confidential all information known in relation to procedures, methods, designs, projects, documents, businesses, activities, resources, systems, files, reports, and other information of Interseguro, its associates, suppliers and/or clients, with respect to which the Employee has access by virtue of the employment relationship. The obligation of confidentiality extends to any type of information regardless of the medium in which it is found, whether physical or digital, automated or manual, and regardless of the topic of the information.
2. In particular, keep due confidentiality of personal and sensitive data of third parties that are stored in Interseguro’s databases, in order to comply with the LPDP. The Employee will at all times comply with the personal data protection rules imposed by the LPDP, in accordance

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with the internal regulations established by Interseguro for such purposes.

3. Restrict the use of Confidential Information and in particular, restrict the processing of personal and sensitive data of third parties, for strictly necessary purposes, or for those purposes for which the owner of the personal data has given consent. Interseguro prohibits the illegal use of Confidential Information.
4. Not to share, expose, disclose to unauthorized persons the Confidential Information and, in particular, not to share the personal and sensitive data of third parties, unless otherwise provided for in the applicable regulations.
5. Keep the Confidential Information in a safe place, particularly, personal and sensitive data of third parties, regardless of whether they are printed documents or digital support.
6. Not to remove Confidential Information outside Interseguro's network or facilities.
7. Not to publish, use, dispose for third parties, commercialize, assign, exchange, sell, donate, or carry out any other form of alienation in favor of third parties of the Confidential Information and, in general, of documents, instruments, contributions, acquisitions or knowledge to which the Employee has access by virtue of the employment relationship with Interseguro.
8. Not to establish and/or be part as a partner or shareholder of any other company engaged in the same or similar activities to those of Interseguro during THE Employee's employment relationship with Interseguro.
9. Not to use industrial or commercial secrets, instruments or, in general, any Confidential Information in and/or in favor of companies other than Interseguro once the Employee's employment relationship has ended. In particular, the Employee may not use Interseguro trademark.

## **VI. DISCIPLINARY MEASURES**

The sanctions applicable to the Employee in the event of non-compliance with this Policy will be assessed according to the provisions of Internal Labor Regulations, in particular, Section 29 of the aforementioned Regulations.

## **VII. DISCIPLINARY MEASURES**

This Policy will be effective from the moment the Employee is hired and will be valid even after the end of the employment relationship. Failure to comply with it will give rise to the corresponding liability for damages.

## CHANGE CONTROL

Item	Page	Description
-	All	The document was created.