

FINMA Circular 2018/3

Infomaniak Network Mapping

Our FINMA outsourcing map aims to help banks, securities dealers and insurance companies supervised by the Swiss Financial Market Supervisory Authority (FINMA) comply with the [FINMA Circular 2018/3 on outsourcing](#).

This document establishes specific mappings for each requirement and explains how Infomaniak Network helps you meet your obligations, including information on audit rights, the right to give instructions, data security, termination and chain outsourcing.

A Inventory of outsourced functions			
14	An inventory of outsourced functions shall be established and maintained. It will include a description of the outsourced function, the supplier (including subcontractors), the beneficiary and the responsible body within the company (cf. Cm 20).	<p><u>Inventory</u>: This is a consideration for the Customer.</p> <p><u>Subcontractors</u>: The list of subcontractors currently engaged by Infomaniak and authorised by the Customer can be found in the document: DPA, third-party subcontractors annex</p>	DPA, third-party subcontractors annex
15	Insurance companies shall draw up this inventory as part of the J entry form of the business plan.	This is a consideration for the Customer.	N/A
15.1	Financial institutions within the meaning of Commitments 6.1 and 6.2 as well as securities firms shall draw up this inventory within the framework of their organisational principles (Art. 17 para. 3 FinIO).	This is a consideration for the Customer.	N/A
B Selection, instruction and control of the service provider			
16	The requirements governing the performance of the role are defined and documented prior to the conclusion of the contract, depending on the aims of the outsourcing. This includes a risk analysis that incorporates key business and operational considerations as well as associated risks and opportunities	<p><u>Contract</u>: Infomaniak draws up Terms and Conditions of Use (TCU) with each of its Customers, supplemented by Special Terms and Conditions specific to each product used.</p> <p><u>Risk analysis</u>: Depending on the service selected by the Customer and the level of management provided by Infomaniak, the Customer is responsible for conducting its own analysis of the risks associated with the use of our services, based in particular on the information provided by Infomaniak.</p>	Confidentiality policy
17	The service provider will be selected after a review of its professional capabilities as well as its human and financial resources. If several functions are outsourced to the same provider, the risk of concentration must be taken into account.	<p>It is essential for the Customer to take all necessary precautions and carefully analyse the potential risks associated with the use of our services.</p> <p>To support you in this process, we provide you with specific recommendations in our reply to points 14 and 16.</p>	Infomaniak – About

18	When deciding on outsourcing and choosing the service provider, the possibilities and consequences of a change must be taken into account. The service provider must provide a guarantee for the long-term performance of the function.	Changes: Throughout the duration of its contract, the Customer has permanent access to its data, enabling them to import and export elements using the tools available or by requesting assistance from Infomaniak's customer service.	N/A
18.1	The orderly reintegration of the outsourced function or transfer to another provider must be guaranteed.	See top line	N/A
19	The respective competencies of the company and the service provider must be determined and contractually delimited, especially with regard to interfaces and responsibilities.	Consult the Terms and Conditions of Use (TCU) available on our website: https://www.infomaniak.com/en/legal/general-terms-and-conditions	Terms and Conditions
20	The company's internal control system must extend to the outsourced function. Critical risks associated with outsourcing need to be systematically identified, monitored, quantified and managed. The company appoints a responsible internal body responsible for monitoring and controlling the service provider. The provider's activities will be monitored and evaluated on an ongoing basis so that any necessary action can be taken quickly.	The Customer can consult the current status of the services offered by Infomaniak on the web page accessible at https://www.infomaniakstatus.com . In addition, the Infomaniak Manager offers a News system designed to keep customers informed. Depending on the service concerned, Customers also have the option of viewing the activities and logs of actions and users.	Infomaniak status Infomaniak News
21	The company shall ensure that the service provider recognises the right to issue instructions to them and to carry out the necessary checks for this purpose.	See top line	N/A
C Outsourcing within a group			
22	With regard to the requirements set out in Cms 16 to 21 and 32 to 35, anchoring within a group may be taken into account insofar as it is shown that the risks usually associated with outsourcing do not exist or that certain requirements are irrelevant or are otherwise regulated.	This is a consideration for the Customer.	N/A
D Responsibility			
23	The company continues to assume the same responsibility vis-à-vis FINMA as it would if it were to carry out the outsourced function itself. It must ensure the proper conduct of business at all times.	This is a consideration for the Customer.	N/A
E Security			
24	In the event of security-relevant outsourcing (particularly in the field of IT), the company and the service provider shall set the security requirements contractually. The company must ensure that they are respected.	The security requirements are included in the Terms and Conditions of Use (TCU). The technical and organisational measures implemented are detailed in the annex to Infomaniak's Data Processing Agreement (DPA). The latter has developed an Information Security Policy publicly available on its website and has committed to achieving objectives and taking specific actions relating to information security (IS). To maintain a high level of information security compliance, Infomaniak is ISO 27001 certified and carries out regular independent internal and external audits, at least once a year.	Terms and Conditions DPA, technical and organisational measures annex, Quality, IS, energy and environmental policy ISO 27001 certificate

25	The company and the service provider shall develop a security framework that ensures continuity of the outsourced function in the event of an emergency. When developing and implementing the security framework, the company must exercise the same degree of diligence as it would if it were to carry out the outsourced function itself.	We implement Business Continuity Plans (BCPs) and Disaster Recovery Plans (DRPs), based on the assets identified in our Information Security Management System (ISMS). These plans are reviewed annually and tested to ensure their effectiveness. In addition, we offer advice and recommendations to customers who wish to incorporate our services into their own business continuity plans. A blog post on this topic is available at the following address: https://news.infomaniak.com/en/disaster-recovery-plan/	IT Disaster Recovery Plan (DRP): solutions to protect against cyber attacks
F Audit and oversight			
26	The company, its audit firm and FINMA must be able to verify compliance with the prudential provisions with the service provider. They must be granted a contractual right of full, permanent and unhindered inspection and review of the outsourced function.	Infomaniak is aware that the bodies regulated by FINMA need to carry out in-depth audits of its services. For example, we grant certain audit, access and information rights to the relevant entities and their supervisory authorities in accordance with applicable legal provisions. Regulated entities enjoy permanent access to their data hosted by Infomaniak and can also allow their supervisory authority to access it if necessary.	N/A
27	Audit activities may be delegated to the service provider's auditing body if it has the requisite material expertise. In the event of such a delegation, the company's audit firm may rely on the results of the audit performed by the service provider's auditing body.	Our products frequently undergo independent reviews to assess their security, confidentiality and compliance controls. As a result of these assessments, they receive various certifications, certificates of compliance or audit reports demonstrating their adherence to international security, data protection and governance standards. These documents are tangible proof of our ongoing commitment to the quality and reliability of our solutions.	N/A
28	The outsourcing of a function must not complicate FINMA's supervision, particularly in the case of a transfer abroad.	Nothing in our agreement is intended to limit or impede the ability of any regulated entity or supervisory authority to effectively monitor our services.	N/A
29	If the service provider is not subject to supervision by FINMA, the service provider must contractually undertake to make available to FINMA all information and documents relating to the transferred field of activity that FINMA needs to carry out its supervisory tasks. When auditing activities are delegated to the service provider's auditing body, its report must, on request, be made available to FINMA, the internal auditing body and the audit firm of the outsourcing firm.	Upon request and depending on the specific needs of each Customer, Infomaniak may provide its audit report carried out by a third party, subject to the confidentiality of the information contained therein being maintained.	N/A
G Transfer abroad			
30	A transfer abroad is permitted, provided that the company can expressly guarantee that it, its audit firm and FINMA can exercise and enforce their rights of inspection and scrutiny.	For more information on audit, access and information rights, see point 26 that Infomaniak grants to regulated entities, supervisory authorities and their auditors.	N/A

31	The restructuring and liquidation capacity of the company in Switzerland must be guaranteed. Access to the information required for this purpose must be possible at any time in Switzerland.	Infomaniak shall cooperate reasonably with its customers in the event of a change of management, disposal or any other organisational restructuring.	N/A
G Contract			
32	Outsourcing must be based on a written contract or on a contract whose form allows proof to be provided by text. In addition to the name of the parties and a description of the position, the position must contain at least the following content (Cm 33 to 34):	The rights and responsibilities of the parties are defined in Infomaniak's Terms and Conditions of Use (TCU): https://www.infomaniak.com/en/legal/general-terms-and-conditions	Terms and Conditions
33	The company shall ensure that it is informed in good time of the use, or change of use, of subcontractors performing essential functions and that it is able to put an end to the outsourcing in an orderly manner within the meaning of Cm 18.1. Where subcontractors are used, the obligations and guarantees of the service provider required to comply with the present bulletin shall be transferred to them.	Article 5 of Infomaniak's Data Processing Agreement (DPA) assures the Customer that any changes relating to subcontractors will be handled in accordance with the contractual provisions in force. This article also sets out the obligations and guarantees associated with these changes, thus providing a complete overview of the responsibilities shared between Infomaniak and its customers when third-party providers are called upon to manage services.	Data Processing Agreement (DPA)
34	Contractual measures must be taken to implement the requirements referred to in this bulletin, in particular Cms 21, 24, 26, 29, 30 and 31.	See points 20, 24, 26, 29, 30 and 31	N/A
35	The company must define an internal authorisation procedure for outsourcing projects, as well as competences for concluding relevant contracts.	This is a consideration for the Customer.	N/A