









# **Interxion (Switzerland) AG**

Report on compliance with  
the requirements of  
FINMA-RS 08/7

## Summary

Our critical assessment found that there is no evidence that Interxion (Switzerland) AG [hereinafter “Interxion”] does not fulfil the contractual, organisational and technical requirements for the permanent outsourcing of key business areas defined in Circular 2008/7 of the Swiss Financial Market Supervisory Authority [hereinafter “FINMA-RS 08/7”].

With reference to the individual principles, the results of our critical review can be summarised as follows:

|             |   |   |
|-------------|---|---|
| Principle 1 | The business area to be outsourced is defined within the context of the service contract and the service agreement. Performance can be measured based on qualitative and quantitative characteristics defined in the service agreement.   |    |
| Principle 2 | The prerequisites for appropriate selection, instruction and control of Interxion by the client are fulfilled. Interfaces and responsibilities are set in contracts and rights to instruct and control are assured.   |    |
| Principle 3 | Responsibility for the outsourced area continues to rest with Interxion’s clients and was therefore not in the scope of our review.   | n/a   |
| Principle 4 | Interxion’s measures and controls for secure provision of the outsourced processes and controls are given. Interxion fulfils the security requirements given in principle 4 according to their means and responsibilities.  |  |
| Principle 5 | Interxion and their employees are subject to business, bank and professional secrecy rules. Special technical measures ensure that the confidentiality of the data remains assured between the different clients. Due to the nature of service, Interxion has no access to their client’s data. |  |
| Principle 6 | Whether and how Interxion’s clients inform their own clients about outsourcing lies in the responsibility of Interxion’s clients and was therefore not in the scope of our review.  | n/a   |
| Principle 7 | Interxion has included the customers’ rights to audit and supervise only in some of its contracts. Although not explicitly stated, Interxion management has in the past supported clients requests in this regard and will continue to do so.   |  |
| Principle 8 | Interxion is located in Glattbrugg. During the reported year, Interxion did not outsource any infrastructure components or relevant activities abroad.  | n/a   |
| Principle 9 | The contractual documents are appropriate and are available in writing. The contracts fulfil the requirements of FINMA Circular 08/7.   |  |



Principle complied with



Principle not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION’s clients and did not form part of our audit procedures.

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# 1 Introduction

The FINMA Circular 08/7 describes the conditions under which outsourcing solutions are permissible at the banks falling under Swiss Financial Market Authority's [hereafter referred to as FINMA] jurisdiction. FINMA has commissioned banking law audit firms to describe and audit the implementation of the conditions set in FINMA Circular 08/7 for existing and planned outsourcing solutions.

The compliance audits relating to adherence to FINMA Circular 08/7 also cover the corresponding facilities, as well as the design and the effectiveness of the service provider's control system. The Circular explicitly states that the auditor of affected banks and brokers take into account the results of the service provider audit if the audit firm is organized according to Swiss law and fulfils the conditions of the FINMA Circular 08/7.

Interxion engaged KPMG AG [hereafter referred to as KPMG] to perform the annual review of their services for all clients of Interxion falling under the bank law and regulations as of 31 December 2015.

The engagement goal was to inspect the eligibility of Interxion as an outsourcing service provider to fulfil the principles set in FINMA Circular 08/7. The principles mentioned fall fully or partly in Interxion's responsibility as an outsourcing service provider.

The scope of this report are Interxion's services as described in the contractual documents, defined as "outsourced" according to FINMA Circular 08/7 as well as considered "significant". Interxion provides co-location and associated managed services and delivers a set of services that allow a wide range of companies to securely house, connect, monitor and maintain mission-critical IT equipment.

## **2 Approach**

### **2.1 Scope, objectives and benefits**

As an independent, FINMA-recognised auditor, KPMG was commissioned to perform a compliance check on the applicable principles and margin numbers in FINMA-RS 08/7 (Version dated 6 December 2012), where Interxion is fully or partially responsible for meeting the requirements set out therein.

Check level: Critical assessment.

Our compliance check covered all of Interxion's processes and checks to which the circular applies. It in particular comprised:

- Clients' rights of inspection, instruction and control
- Qualitative and quantitative performance characteristics and measurement criteria
- Professional capabilities, as well as financial and personnel resources
- Business continuity (security requirements and security framework)
- Logical and physical security (incl. access protection)
- Business and banking secrecy and data protection
- The internal and external auditors' and the FINMA's rights of inspection and examination
- Review of standard agreements in relation to FINMA-RS 08/7

The following services provided by Interxion were included in our review performed:

- Connectivity (in-house and intra-building connectivity, internet exchange connection, carrier connections and dial-in lines for out-of-band access)
- Equipment Housing (data centre housing of client infrastructure in private rooms, suites, cages and cabinet space)
- Client Support (supporting the clients with consulting around data centre, security, infrastructure and connectivity)

This report serves Interxion's clients and their auditors as the basis for reporting under Swiss Banking Law with reference to FINMA-RS 08/07, for submission to the FINMA.

### **2.2 Performance of the task commissioned**

Our audit procedures were carried out between March and April 2016 at Interxion's premises in Glattbrugg.

## **2.3 Procedure**

Our review was based on COBIT Standard 4.1. COBIT is a company independent and world-wide standard for the review of an IT organisation and includes four areas: "Planning and organisation", "procurement and implementation", "operation and maintenance" and "monitoring". Adherence to the relevant principles of FINMA Circular 08/7 was inspected according to the applicable COBIT control objectives.

In the following areas, we also used EY's "Service Organisation Controls (SOC) 2 Report", conducted for Interxion and dated 29 January 2016:

- Policies and procedures
- Personnel security
- Logical access
- Physical security
- Environmental systems
- Monitoring and reporting
- Preventive maintenance
- Incident and problem management
- Change Management and maintenance
- Communications
- Business Continuity

Our procedures performed consisted of the following steps:

- Identification and assessment of involved systems, processes and controls relevant to the service area to be reviewed;
- Examination of the identified areas (technical and organisational) by inspection of infrastructure, server rooms and monitoring systems, observation of control activities, selected samplings, study of provided documents and interviews with responsible personnel;
- Evaluation, reporting and discussion of results.

In addition relevant processes, controls and documents were examined to assess to what extent changes have occurred compared to the previous year compliance review.

Our audit procedures were performed at the offices of Interxion in Glattbrugg between March and April 2016.

## **2.4 Layout**

This report is divided into an introduction, the approach and the results of our compliance check. The results are grouped in line with the individual principles set out in FINMA-RS 08/7.

## **2.5 Limitations**

The purpose of our review was to examine the implementation of FINMA requirements stated in Circular 08/7, for which Interxion is responsible as service provider (see chapter 3.1.3). Therefore, this report only refers to Interxion's clients who are regulated by FINMA. FINMA Circular 08/7 is not applicable to other Interxion clients (e.g. corporate clients).

This report shall not be used for advertising or marketing purposes and is solely for the information and use of Interxion, their clients and their client's auditors. The report shall not be provided to other third parties.

Interxion itself is not a regulated company according to paragraph 3.1 of FINMA Circular 08/7 and therefore not obliged to fulfil these requirements. For that reason Interxion does not expect any restrictions if not fulfilling one or several principles of FINMA Circular 08/7. FINMA is not empowered to supervise Interxion directly. FINMA is, however, authorised to audit and supervise Interxion indirectly through Interxion's clients. Interxion's clients are responsible for fulfilling the requirements of FINMA Circular 08/7 when engaging service providers.

In particular, the report does not give any conclusive statements about requirements where Interxion's clients must take partial or full responsibility (especially principles 3, 6, 7 and 8). We did not perform any audit related work at any of Interxion's clients. This report, therefore, does not provide any conclusive assessment of the outsourcing between Interxion and their clients.

When entering new contractual agreements with clients, Interxion uses a standard template or an already existing contract. As a result, we did not inspect all contracts between Interxion and their clients. During our review, we focused on the standard template and a sample of contracts signed in 2014 and any changes to those in 2015. As no new contracts have been signed in 2015, we took a different sample than in 2014 to test these controls. Our assessment of the contracts focused only on matters related to compliance with the regulatory requirements. Business matters were not assessed at all.

## 3 Results

### 3.1 Principle 1

(Determination of the business area to be outsourced)

#### 3.1.1 Description of the principle




The business area to be outsourced must be defined (Margin no. 19), and the objectives and requirements for the provision of services must be specified and documented. Interxion's performance must be measurable or assessable based on predefined qualitative and quantitative characteristics (Margin no. 20).

#### 3.1.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided

#### 3.1.3 Overview

With reference to the individual margin numbers, the results relating to Principle 1 can be summarised as follows:

|              | Margin no. | Assessment elements  | Results   |
|--------------|------------|--|---|
| Definition   | 19         | <b>Service contracts;</b> scope of the outsourcing agreement for the in scope services is defined in the service contracts, the general terms of business and the service schedules.   |  |
| Requirements | 20         | <b>Service contracts;</b> scope of the outsourcing agreement for the in scope services is defined in the service contracts, the general terms of business and the service schedules.   |  |
| Measurement  | 20         | <b>Service contracts;</b> scope of the outsourcing agreement for the in scope services is defined in the service contracts, the general terms of business and the service schedules.<br><br><b>Monthly reports;</b> proof of inclusion of KPIs in the standard monthly reports.<br><br><b>Interxion SOC2 control framework (2015);</b> checks relating to measurement of environmental controls and downtimes. |  |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with Interxion's clients and did not form part of our audit procedures.



### 3.1.4 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 1 would not be complied with.

## 3.2 Principle 2

(Selection, instruction and monitoring of the service provider)

### 3.2.1 Description of the principle

Interxion's clients are required to select the service provider carefully (Margin no. 21). Subcontractors may be used, provided the principles set out in the circular are complied with and clients' written consent is obtained (Margin no. 21a). Interxion must be able to guarantee the secure and stable provision of services and offer the relevant professional capabilities and financial and personnel resources (Margin no. 22).

Duties, points of liaison, responsibilities and liability issues must be clearly defined and regulated by contract (Margin no. 23).



Interxion's clients must integrate the outsourced business area in their internal control system and define a responsible position that will be in charge of monitoring and controlling the outsourced service. The service provider's services must be monitored and evaluated on an ongoing basis (Margin no. 24). Interxion must contractually grant the client in question the necessary rights of inspection, instruction and control (Margin no. 25).


### 3.2.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided
- Inspection of relevant processes

### 3.2.3 Overview

With reference to the individual margin numbers, the results relating to Principle 2 can be summarised as follows:

|           | Margin no. | Assessment elements  | Results   |
|-----------|------------|--|---|
| Selection | 21         | n/a, no significant subservices are outsourced   | n/a   |
|           | 21a        | <b>General terms of business;</b> proof that Interxion is entitled to transfer part or all of its services to one of their subsidiaries or joint partners. However, no outsourcing of significant subservices is currently established.                                  |  |
|           | 22         | <b>Operational Handbooks;</b> proof that Interxion has set up professional processes to provide their services.<br><br><b>E-Learning Platform;</b> proof that continuous training in IT Best Practices (ITIL v3) and security measures for the operational staff exists. |  |

|             |    |   |   |
|-------------|----|---|---|
|             |    | <p><b>Financial statement 2015</b>; proof that Interxion has a healthy growth rate and positive future outlook.</p> <p><b>Risk Assessment Framework</b>; proof of a regular update on the framework of risks, measures and controls.</p> <p><b>ISO27001 certification</b>; proof that Interxion adheres to FINMA regulated banking standards regarding Information Security.</p> <p><b>Interxion SOC2 control framework (2015)</b>; checks relating to hiring process, job descriptions, employee policy sign-offs and risk management.</p> |   |
| Instruction | 23 | <p><b>Service schedules</b>; responsibilities and liabilities are defined in the general terms of business and the service schedules of the contracts.</p> <p><b>Welcome Package</b>; proof that the interfaces and roles and rights between the customer and Interxion are clearly defined.</p> <p><b>Interxion SOC2 control framework (2015)</b>; checks relating to the completeness of welcome package distributions to the clients.</p>  |  |
| Monitoring  | 24 | n/a   | n/a   |
|             | 25 | n/a   | n/a   |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with Interxion's clients and did not form part of our audit procedures.

### 3.2.4 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 2 would not be complied with.

## 3.3 Principle 3 (Responsibility)

### 3.3.1 Description of the principle

This principle states that, as far as the FINMA is concerned, the responsibility for the outsourced business area remains with Interxion's clients, as if they were operating it themselves (Margin no. 26 and 27).

### 3.3.2 Overview

With reference to the individual margin numbers, the results relating to Principle 3 can be summarised as follows:

|   | Margin no. | Assessment elements | Results |
|---|------------|---------------------|---------|
| Definition of the relevant responsibilities | 26         | n/a                 | n/a     |
|   | 27         | n/a                 | n/a     |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.3.3 Appraisal

The responsibility for the outsourced area remains with Interxion's clients and did not form part of our audit procedures.

## 3.4 Principle 4 (Security)

### 3.4.1 Description of the principle

In collaboration with its clients, Interxion defines and documents security requirements, which Interxion must fulfil, and establishes a security framework (Margin no. 28). Interxion's clients must monitor the requirements set out in the agreement. The security framework must permit the continuation of the outsourced business area in the event that Interxion, for whatever reason, is unable to provide its service. Proper conduct of business operations must be ensured at all times (Margin no. 29). The security framework must cover all foreseeable emergencies (Margin no. 29a).

Client data must be protected against unauthorised processing through appropriate technical and organisational measures (Margin no. 30). These measures must take into account the following criteria (Margin no. 32):

- Purpose
- Type and extent of data processing
- Assessment of possible risks for the clients involved
- Current status of technology

In order to ensure an adequate level of data protection, Interxion's clients ensure that data is handled confidentially and that it is accessible and accurate. In particular, systems must be protected from unauthorised or accidental destruction, accidental loss, technical errors, falsification, theft or illegal use, unauthorised changes, copying, access or other unauthorised actions (Margin no. 31). These measures must be reviewed periodically. In the case of the automated






processing of client data, Interxion must take additional special technical and organisational measures (particularly concerning the monitoring of physical access, client data carriers, transport, communication, storage, user access, logical access and input) (Margin no. 33).



### 3.4.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided
- Inspection of relevant premises

### 3.4.3 Overview

With reference to the individual margin numbers, the results relating to Principle 4 can be summarised as follows:

|                          | Margin no. | Assessment elements  | Results   |
|--------------------------|------------|--|---|
| Definition               | 28         | <b>Service schedules;</b> security requirements are defined  |    |
| Regulation               | 29         | <b>Service schedules;</b> security requirements are defined  |  |
|                          |            | <b>Design and engineering requirements;</b> security requirements are globally defined by Interxion's Head-quarter.  |   |
|                          | 29a        | <b>Incident management process;</b> a standardized process exists and we confirmed the described distribution of incident root cause reports to the clients.<br><br><b>Interxion SOC2 control framework (2015);</b> checks relating to the security requirements for the data centres and the BCM implementation.<br><br><b>Service agreement;</b> security requirements are defined.<br><br><b>Design and engineering requirements;</b> security requirements are globally defined by Interxion's Head-quarter.<br><br><b>Business continuity plans;</b> proof that a detailed BCM framework exists<br><br><b>Crisis management plan;</b> necessary prerequisites for the announcement of a crisis are defined.<br><br><b>Interxion SOC2 control framework (2015);</b> checks relating to the security requirements for the data centres. |  |
| Data protection measures | 30         | <b>Interxion SOC2 control framework (2015);</b> checks relating to the technical and organisational measures (environmental controls).   |  |
|                          | 32         | <b>Interxion SOC2 control framework (2015);</b> checks relating to physical and logical access protection, logging and monitoring, connection security and the IT infrastructure.  |  |

|   |    |  |   |
|---|----|--|---|
|   | 33 | <b>Interxion SOC2 control framework (2015)</b> ; checks relating to physical and logical access protection, logging and monitoring, change management, connection security, the IT infrastructure and incident management. |  |
| Confidentiality, availability, accuracy | 31 | <b>Interxion SOC2 control framework (2015)</b> ; checks relating to the confidentiality and availability of data. Controls regarding the accuracy of data relies in the ownership of the Interxion's clients.              |  |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.4.4 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 4 would not be complied with, with the exception of the result above.

## 3.5 Principle 5

(Business and banking secrecy, data protection)

### 3.5.1 Description of the principle

Interxion must be made subject to its clients' business secrecy rules and to their banking and professional secrecy rules. It must explicitly commit to maintain the ensuing confidentiality (Margin no. 34).

Outsourcing abroad requires appropriate technical and organisational measures to ensure compliance with banking secrecy and the data protection provisions stipulated by Swiss law (Margin no. 35).



Should the service provider offer its services to several institutions, it must take special technical, personnel and organisational measures to ensure that it maintains data confidentiality, not only vis-à-vis third parties, but also between the different client institutions (Margin no. 36).

### 3.5.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided
- Inspection of relevant premises

### 3.5.3 Overview

With reference to the individual margin numbers, the results relating to Principle 5 can be summarised as follows:

|                    | Margin no. | Assessment elements  | Results   |
|--------------------|------------|--|---|
| Business secrecy   | 34         | <b>General terms of business;</b> commitment to confidentiality maintained.  |  |
| Outsourcing abroad | 35         | n/a  | n/a   |
| Client separation  | 36         | <b>Room plan &amp; premise inspection;</b> proof that clients are separated physically through locked racks or in dedicated cages or rooms. Physical separation also includes separate network cables for each client. |  |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.5.4 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 5 would not be complied with.

## 3.6 Principle 6

(Information provided to the client)

### 3.6.1 Description of the principle

This principle states that banking clients must be informed if their data is transmitted to Interxion as a result of an outsourcing arrangement (Margin no. 37). Where the data is transmitted within Switzerland, this may be in a general written form (e.g. General Terms and Conditions). The information must contain specific details on the outsourced areas (Margin no. 38).

If the data is transmitted abroad, the banking clients must be informed in detail by separate letter. In this case, the banking clients must be offered the opportunity to discontinue the contractual relationships within a reasonable timeframe and without prejudice. The special obligation to provide information shall not apply where it is impossible to draw any conclusions as to a client's identity from the data outsourced abroad (Margin no. 39).

### 3.6.2 Overview

With reference to the individual margin numbers, the results relating to Principle 6 can be summarised as follows:

|                         | Margin no. | Assessment elements | Results |
|-------------------------|------------|---------------------|---------|
| Information for clients | 37         | n/a                 | n/a     |
|                         | 38         | n/a                 | n/a     |
|                         | 39         | n/a                 | n/a     |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.6.3 Appraisal

Whether and how Interxion's clients have informed their own clients of the outsourcing arrangement is the responsibility of Interxion's clients and did not form part of our audit procedures.

## 3.7 Principle 7 (Audit and supervision)

### 3.7.1 Description of the principle

Interxion's clients, their internal auditor and external audit firm and the FINMA must be able to inspect and audit the outsourced business area at Interxion at any time, in its entirety and without restrictions (Margin no. 40).

The institution's internal auditor and external audit firm must be able to review compliance with the provisions of the banking or stock exchange laws on the service provider's premises. By contract, they must be granted the full and unrestricted rights of inspection and examination in order to perform their audit procedures at any time (Margin no. 42). Interxion's clients' internal and external auditors must have access to all documents, data carriers and systems at Interxion, provided these are relevant to the outsourced business area (Margin no. 43).



Interxion must contractually commit to its clients to provide the FINMA with all information and documents relating to the outsourced business area necessary for its supervisory activities. The external auditor's (KPMG) report must be made available, upon request, to the FINMA and the internal and external audit company of the outsourcing institution (Margin no. 47).

### 3.7.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided

### 3.7.3 Overview

With reference to the individual margin numbers, the results relating to Principle 7 can be summarised as follows:

|  | Margin no. | Assessment elements   | Results   |
|--|------------|---|---|
| Right to information and right of inspection | 42         | <b>Service agreement;</b> contract clauses regarding the rights to inspect and audit Interxion  |  |
|  | 47         |   |   |
|  | 40         | <b>Interxion SOC2 control framework testing (2015);</b> EY performs a yearly SOC2 controls testing and holds sufficient competencies to assess the controls in place. |  |
|  | 41         |   |   |
|  | 43         |   |   |
|  | 44         | n/a   | n/a   |
|  | 45         |   |   |
|  | 46         |   |   |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.7.4 Findings

As detailed in the assessment of Principle 7, we identified the following audit findings for Margins no. 42 and 47:

1. During our audit procedures, we noted that not all service agreements include the rights to inspect and audit Interxion or to inspect service related documents and systems.

The resulting risk is assessed as medium for the following reasons:

- The contract clauses are a mandatory part of the FINMA regulation 08/7 and are the only, legally binding possibility for Interxion's clients to confirm the compliance of Interxion with banking laws
- However, some contracts already include the required contract clauses and Interxion has in the past granted inspection rights to clients upon request

**Comment from Interxion management:**

We have analyzed relevant agreements and conclude that some of these agreements do not include audit provisions. In practice this does not mean that customers are not allowed to audit our services. We will always consider audit requests and collaborate if these requests are reasonable. We are also willing to amend specific agreements upon customer request and include a standard Interxion audit clause.



### 3.7.5 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 7 would not be complied with, with the exception of the finding above.

## 3.8 Principle 8 (Outsourcing abroad)

### 3.8.1 Description of the principle

This principle states that outsourcing abroad is to be made subject to the explicit proof of the ability to audit (Margin no. 48). If outsourcing a business area abroad, Interxion's clients must be able to demonstrate (e.g. legal opinions (Margin no. 50)) that they, their auditor under bank or stock exchange law and the FINMA can assume and legally enforce their auditing rights (Margin no. 49).

### 3.8.2 Overview

With reference to the individual margin numbers, the results relating to Principle 8 can be summarised as follows:

|                  | Margin no. | Assessment elements | Results |
|------------------|------------|---------------------|---------|
| Ability to audit | 48         | n/a                 | n/a     |
| Auditing rights  | 49         | n/a                 | n/a     |
| Proof            | 50         | n/a                 | n/a     |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.8.3 Appraisal

Interxion's premises are located in Glattbrugg. Based on the audit procedures carried out, there is no evidence to suggest that during the year under review Interxion outsourced any data or activities abroad, or that it plans to do so in the future. On the basis of this, Principle 8 is not applicable.

## 3.9 Principle 9 (Agreement)

### 3.9.1 Description of the principle


Interxion and its clients must conclude a clear agreement in writing (Margin no. 51). Each outsourcing arrangement must be based on a written agreement that at least meets all the aforementioned general requirements in their entirety (Margin no. 52). Interxion's clients must define the internal approval process for outsourcing projects, as well as the relevant competencies (Margin no. 53).

### 3.9.2 Audit procedures

- Interview with persons responsible
- Inspection of documents provided

### 3.9.3 Overview

With reference to the individual margin numbers, the results relating to Principle 9 can be summarised as follows:

|                       | Margin no. | Assessment elements  | Results   |
|-----------------------|------------|--|---|
| Contractual agreement | 51         | <b>Service contracts;</b> scope of the outsourcing agreement for the in scope services is defined in the service contracts, the general terms of business and the service schedules. |  |
|                       | 52         |  |   |
|                       | 53         | n/a  | n/a   |



Margin number complied with



Margin number not complied with

n/a

Not applicable. The responsibility for the outsourced area lies with INTERXION's clients and did not form part of our audit procedures.

### 3.9.4 Appraisal

Based on the audit procedures carried out, there is no evidence to suggest that Principle 9 would not be complied with.

## **4 Concluding remarks**

This report has been prepared to the best of our knowledge, based on the information provided, the documents made available to us and our audit procedures.

We would like to take this opportunity to thank you for our constantly pleasant, constructive co-operation and hope to work for you again in the future.

Please do not hesitate to contact us should you require any further information.

Best wishes,

KPMG AG



Ulrich Amberg  
*Partner*



Marianne Müller  
*Director*

Zurich, 11 May 2016