CITI REQUIREMENTS FOR SUPPLIERS

OWNERS:
Head of Citi Procurement & Risk

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1 GENERAL OVERVIEW

1.1. Requirements Generally

These Citi Requirements for Suppliers ("**Requirements**") detail some of the obligations that Suppliers must meet in the course of doing business with Citi. Certain Requirements are applicable to all Suppliers, while the applicability of other Requirements to a particular Supplier depends upon the types of product(s) and service(s) that Supplier provides to Citi (the latter are summarized in Section 1.2 below and is indicated at the beginning of each provision listed therein). Capitalized terms shall have the meanings ascribed to them herein, including in the attached Appendix, unless no such meaning is herein indicated, in which event it shall have the meaning ascribed to it in the Contract, as defined below.

These Requirements are contractual obligations under Supplier agreements with Citi (including, but not limited to, transactional documents, e.g., work orders, license schedules) (each a "**Contract**"), and are in addition to any obligations specified in any Agreement, any obligations under Applicable Law (as that term is defined below), any notice to Supplier from Citi informing Supplier of its obligations under the same (each a "**Notice**"), or any additional more specific requirements implemented by Citi's businesses or functions. The more restrictive obligations and requirements shall apply to the extent of any conflict between any of the foregoing requirements and the Restrictions. Suppliers must take a proactive role and consult with their primary Citi business contact (or designee) regarding any questions they have regarding these Requirements, including any changes thereto, any requested exemption therefrom, or any perceived conflict therein or with Applicable Law.

Supplier shall promptly comply with any reasonable request that Citi may submit to Supplier for data that Citi requires related to Supplier Services or Personnel in association with Citi's obligation to comply with Applicable Laws. Supplier's failure to comply with these obligations shall be deemed a material breach of the terms of this Agreement.

Failure to comply with these Requirements, or any additional requirements specified by a Citi business with which Supplier does business may result in termination of a Supplier's Contract with Citi. Furthermore, violations of the Requirements may also be violations of applicable law and may result in civil damages owed to Citi (or third parties) or criminal penalties for the Supplier. Suppliers may not use compliance with its own policies as a substitute for its obligation to comply with any provisions of these Requirements without Citi's written consent.

1.2. Requirements Applicable to Selective Suppliers

The following chart lists certain Requirements which apply to certain Suppliers who meet the applicability criteria designated therein. Sections not mentioned below are applicable to ALL Suppliers.

Section #	Section Title	Applicability
2	**Equal Employment Opportunity** **2.2 Government Contracts**	

Section #	Section Title	Applicability
	2.3 Government Contracts Appendix	Applicable to contracts and purchase orders necessary for the performance of a Citi contract with the federal government. If uncertain whether it is a federal government subcontract/purchase order, add "As applicable" to the beginning of the clause. Applicable to contracts and purchase orders necessary for the performance of a Citi contract with the federal government. If uncertain whether it is a federal government subcontract/purchase order, add "As applicable" to the end of the notice.
12	ANTI-MONEY LAUNDERING	Applicable to Suppliers performing certain customer-related services (i.e., on-boarding, customer account and transaction screening) or the delivery of data/metrics related to the foregoing activities; AND/OR Suppliers acting as an intermediary with regard to cash or financial instruments (e.g., remote deposit capture, courier, armored car or lockbox services).
13	RECORDS MANAGEMENT	Applicable to Suppliers who access/process/store Citi Information
14	CONTINUITY OF BUSINESS	Applicable to Suppliers who are included in the Recovery Plan for the Citi Business unit or if the supplier hosts an application with recovery capabilities (i.e., numeric Technology Recovery Time Capability (TRTC)), which is used by Citi. The Citi Business Activity Owner (BAO) is responsible for communicating applicability and COB requirements to the Supplier.
15	GLOBAL BACKGROUND SCREENING STANDARDS	Applicable to Suppliers whose personnel has access to Citi systems/networks; AND/OR unescorted access to Citi premises ; AND/OR utilize Subcontractors (Such personnel would be required to have a GEID, and be registered in Citi's Non-Employee Management System); AND/OR Suppliers that access/process/store/manage Citi Confidential or Higher Information
16	EXPENSES	Applicable to Suppliers that are contractually eligible to claim reimbursable business expenses
17	INFORMATION SECURITY (IS)	Applicable to Suppliers including Subcontractors that access/process/manage/store Citi Information; AND/OR Suppliers responsible as a Host for Citi branded internet facing applications; AND/OR Suppliers with connectivity to Citi's network resources; AND/OR Suppliers requiring unescorted access to Citi facilities.
18	SECURE WORKPLACE GUIDELINES	
19	ARTIFICIAL INTELLIGENCE/MACHINE LEARNING	Applicable to Suppliers that utilize Artificial Intelligence/ Machine Learning (AI/ML), as

Section #	Section Title	Applicability
		defined by Citi in any part of the product/ service that they are providing.

2 EQUAL EMPLOYMENT OPPORTUNITY

2.1 Equal Employment Opportunity. Citi has developed policies which are designed to ensure equal employment opportunities to all qualified persons without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship, immigration status, age, marital status, genetic information, disability, protected veteran status or any other characteristic protected by law.

Suppliers shall comply, and shall cause its personnel to comply, with the requirements of all applicable non-discrimination laws and regulations, including, but not limited to, any such laws or regulations that Citi notifies Supplier in writing that it must comply with.

Suppliers shall review and take appropriate action consistent with Citi's U.S. Equal Employment Opportunity Policy Statement, which may be found at www.citigroup.com/global/eeo-aa-policy.

2.2 Government Contracts Appendix. Contracts and purchase orders that are necessary for the performance of a Citi contract with the federal government must contain the following notice in the appendix of the subcontract or purchase order. (If uncertain whether it is a federal government subcontract/purchase order, err on including and add "As applicable" at the end of the notice below.)

As a federal government contractor, Citigroup is hereby providing the undersigned contractor or vendor with written notice of our equal employment opportunity obligations on behalf of protected veterans and individuals with disabilities. Citigroup complies fully with Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act, as well as its applicable regulations under 41 C.F.R. § 60-741 and 41 C.F.R. § 60-300, respectively. Our Equal Employment Opportunity Policy Statement can be found at www.citigroup.com/global/eeo-aa-policy. Any questions about our EEO Policy can be directed to the contact provided in our Policy Statement.

[As applicable,], We request that you take appropriate action consistent with our Policy Statement and the regulations.

3 ANTI-BRIBERY AND CORRUPTION (AB&C)

Citi has policies, procedures, and internal controls reasonably designed to comply with applicable AB&C laws, and strictly prohibits bribery or facilitation payments in any form. Suppliers, their Personnel, or anyone acting on Citi's behalf, directly or indirectly, shall conduct their activities in accordance with the highest ethical standards and in compliance

with the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act (UKBA), each as amended, and all other applicable local AB&C laws of the countries in which Citi operates.

Neither Supplier, nor any of its Personnel, operating on Citi's behalf, or in connection with any of the Supplier's agreement or relationship with Citi, (i) will make, confer, authorize, or offer any payments, benefits, advantages, or any other thing of value to any person; or (ii) receive or accept any payment, benefit, advantage, or any other thing of value from any person, in each of case (i)-(ii) in violation of the FCPA, the UKBA, or any other AB&C laws. Supplier and its Personnel must conduct their activities and transactions on behalf of Citi, or in connection with any of the Supplier's agreement or relationship with Citi, in compliance with the applicable Requirements in this Standard, including this Section. Supplier and its Personnel must also maintain an AB&C compliance program, and policies and procedures designed and applied to ensure its compliance with all AB&C laws.

For an overview of Citi's AB&C Program, please visit Citigroup's Investor Relations (under Citi Policies, select AB&C Program).

4) GIFTS AND ENTERTAINMENT

5) Neither Suppliers, nor their Personnel, may provide gifts or anything of value (including entertainment) to Citi employees, where doing so would create an actual or apparent conflict of interest, quid pro quo, compromise the employee's integrity or judgment or otherwise improperly influence the employee's decision-making, cause the employee to act contrary to his / her duties or would otherwise be in violation of applicable laws. Without limiting the foregoing, the employee must adhere to the Prohibited Gifts and Entertainment Section of the G&E Standard. Suppliers and their Personnel must not provide non-cash business gifts exceeding, in aggregate, U.S. $100 per person per calendar year to any Citi employee.
6) When a Supplier provides business entertainment (e.g., an invitation to a meal, sporting, cultural or other comparable event) to a Citi employee, the Supplier must be in attendance at the event and the entertainment must be appropriate, customary and reasonable, not lavish or excessively frequent. Furthermore, if the Supplier is not in attendance at the event, the entertainment will be considered a business gift, and subject to the Citi Gifts and Entertainment Standard applicable reporting thresholds. The Supplier may not, on behalf of Citi or purportedly on behalf of Citi, provide anything of value, including at Supplier's own expense or a Citi employee expense, to any person, directly or indirectly, or to induce another person to do the same, if doing so would be, or would be reasonably perceived to be, corrupt, inappropriate, or in violation of applicable law.

5) SUPPLIER ENGAGEMENT PROGRAM & SUPPLIER PRINCIPLES

Citi has implemented a Supplier Engagement Program which, among other initiatives, raises awareness of Citi's procurement program and identifies promising suppliers including suppliers driving innovated solutions to create mutually beneficial business relationships with potential suppliers from communities we serve. Citi complies with and expects its Suppliers and Subcontractors to comply with, all applicable anti-discrimination laws and practices. Additional information about Citi's expectations for Suppliers is available on the Doing Business with Citi site under:

Citi Statement of Supplier Principles
Citi Sustainable Progress Strategy

6 PROHIBITION AGAINST MODERN SLAVERY

Citi is committed to maintaining systems and controls aimed at identifying and addressing the risk that modern slavery and human trafficking could take place within its organization or in its supply chains. Citi's Suppliers shall adhere to the Requirements set out below, and shall develop effective enterprise-wide policies, procedures and/or practices to identify and address the risk of modern slavery and human trafficking within their own operations and supply chains. Suppliers are required to complete Citi's Corporate Responsibility Questionnaire at Citi's request, including any additional information as needed, to enable Citi to assess risk exposure and any potential mitigation steps, particularly for Suppliers in higher-risk sectors and geographies.

6.1 Child Labor Avoidance. Supplier shall not employ child labor. The term "child" refers to any person under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is the youngest. Subject to the overriding prohibition on the use of child labor, if workers under the age of 18 are employed, then particular care shall be taken as to the duties that they carry out and the conditions in which they are required to work to ensure that they come to no physical, mental or other harm as a direct or indirect result of their work or working conditions.

6.2 Freely Chosen Employment. Supplier shall ensure that workers are not forced, mentally or physically coerced, bonded, indentured, or subjected to involuntary prison labor or slave trafficked or subjected to compulsory labor in any form, including forced overtime. All work must be carried out voluntarily. Supplier's obligations hereunder include, but are not limited to, ensuring the following:

1. **Contracts, Wages and Working Hours:** Workers shall have their terms of employment or engagement set out in a written document that is easily understandable to them and which clearly sets out their rights and obligations. This written document shall include, but not be limited to, transparent terms with respect to wages, overtime pay, payment periods, working hours and rights in respect of rest breaks and holiday. Such written terms shall be provided to the worker in advance of his or her commencement of work, shall be honored by the

employer and shall meet industry standards and the minimum requirements of applicable laws and collective agreements where the work is carried out.

2. **Right to Freely Terminate Work:** Workers must have the right to terminate their employment freely, as appropriate following a reasonable period of notice in accordance with applicable laws and collective agreements, and without the imposition of any improper penalties.
3. **Inhumane Treatment:** Workers, their families and those closely associated with them, shall not be subject to harsh or inhumane treatment, including, but not limited to, physical punishment, physical, psychological or sexual violence or coercion, verbal abuse, harassment or intimidation. Migrant workers, their families and those closely associated with them, should not be subject to discrimination in their terms or conditions of work due to their nationality.
4. **Wages, Benefits and Working Hours**: Compensation should comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees should be able to earn fair wages, as determined by applicable local law. Work weeks should not exceed the maximum set by local law.
5. **No Confiscation of Identity Documents:** Workers shall not have their identity or travel permits, passports, or other official documents or any other valuable items confiscated or withheld as a condition of employment and the withholding of property shall not be used, directly or indirectly, to restrict workers' freedoms or to create workplace slavery.
6. **No Recruitment Fees or Debt Bondage:** Fees or costs associated with the recruitment of workers (including, but not limited to, fees related to work visas, travel costs and document processing costs) shall not be charged to workers, whether directly or indirectly. Similarly, workers shall not be required to make payments which have the intent or effect of creating workplace slavery, including security payments, or be required to repay debt through work. If it is determined that fees or costs have been charged to workers related to the recruitment process or are incurred during the course of employment, the Supplier should seek to have those costs reimbursed. Where it is necessary to recruit workers, who are engaged via a third party, such as an employment agency, then only reputable employment agencies shall be engaged. Where workers are sourced to be employed directly, only reputable recruitment agencies shall be engaged.
7. **Freedom of Movement:** Workers shall be free to move without unreasonable restrictions and shall not be physically confined to the place of work or other employer-controlled locations (for example, accommodation blocks). There shall be no requirement placed on workers that they take accommodation in employer-controlled premises except where this is necessary due to the location or nature of the work being performed.
8. **Grievances without retaliation:** Workers shall be free to file grievances to their employers about the employer's treatment of them and workers shall not suffer detriment, retaliation, or victimization for having raised a grievance.

7 SUPPLIER PERSONNEL

7.1 Supplier's Personnel Training, Assignment, Re-Assignment and Management

Supplier will use adequate numbers of individuals with suitable training, education, experience, and skill to perform the Services in the most effective manner consistent with any Contract and will substantiate the qualifications of such individuals upon request. After Personnel have been assigned to a Project, Supplier will not reassign or utilize any Personnel for other matters that reduces his/her availability to work on the Project without the prior written consent of Citi and will generally assign Personnel on Projects a manner that minimizes disruptions caused by the need for reorientation. Supplier will ensure that its Personnel do not hold themselves out as employees or agents of Citi, nor seek to be treated as employees of Citi for any purpose, including claims of entitlement to fringe benefits provided by Citi, or for disability income, social security taxes or benefits, Federal unemployment taxes, State unemployment insurance benefits or Federal income tax withholding. Supplier is solely responsible for all employer-related responsibilities with respect to its Personnel including, but not limited to maintaining all required insurance coverages, filing all applicable tax returns and making all required payments and deposits of taxes in a manner consistent with Supplier's status as an independent contractor.

7.2 Replacement of Supplier's Personnel

Supplier will remove and replace any Personnel assigned by Supplier to a Project if Citi notifies Supplier that he or she is unacceptable to Citi for any other non-discriminatory reason. Supplier further agrees to remove and replace any Personnel assigned to a Project and to bar him or her from providing Services to Citi (or from any responsibility with respect to the delivery or oversight of Services) immediately where he or she is unable or unwilling to provide the Services in a timely and professional manner.

7.3 Supplier's Personnel Policies

Supplier represents, warrants and covenants that it maintains and effectively administers comprehensive policies and procedures for qualifying its Personnel who are natural persons and are assigned to provide onsite Services to Citi, and that those policies and procedures include work authorization verification, background checks of employment history and criminal convictions, as further set forth herein, and pre-employment drug testing, all to the extent permitted by Applicable Law and any applicable collective bargaining agreement. Without limiting the generality of the foregoing, Supplier further represents, warrants and covenants that it has controls and procedures to ensure Supplier's full compliance with all immigration-related Applicable Law, including validating that all Supplier Personnel assigned to Citi are authorized to work throughout the assignment in full compliance with all immigration-related Applicable Law. Upon request, Supplier will promptly provide Citi with written evidence of work authorization for any or all Supplier Personnel assigned to Citi and its compliance with immigration-related Applicable Law and will replace any Personnel that does not have work authorization consistent with

Applicable Law with suitably qualified replacements, including providing all necessary training and orientation to ensure the timely and effective provision of Services, in each case at no additional cost.

7.4 Supplier Ownership

To comply with applicable laws and regulations in the jurisdictions that Citi conducts business, upon request by Citi, suppliers are obligated to provide the details of owners, who is a natural person and / or an entity, including immediate owner(s) of the supplier up to and includes the ultimate beneficial owner having ownership or control directly or indirectly through influence or other means over the engagement, product, or service.

8 FRAUD MANAGEMENT

8.1 In connection with Citi's efforts to identify and mitigate fraud risk ("Fraud Management"). **All Suppliers shall:**

1. Cooperate with any Citi investigation of suspected or alleged theft, fraud or other potential criminal activity or wrongdoing, and any prosecution of fraudulent or criminal behavior to the fullest extent of the law;
2. Ensure timely reporting and referral of any potential fraud events to Citi through the Ethics Hotline. This includes but is not limited to, attempted, suspected, alleged or actual theft, fraud (e.g., submitting knowingly false, inaccurate or misrepresented data regarding the Supplier, billing schemes, disappearance of funds or securities, etc.), criminal activity or wrongdoing involving Citi, a Citi employee, a Citi Supplier or agent or a Citi nonemployee (e.g., temporary employees and contractors);
3. Permit monitoring and oversight by Citi and its representatives and support Citi – and Law Enforcement – led investigations into potentially fraudulent activity involving that Supplier;
4. Report, in a timely manner, any conflict of interests (including conflicts of interests between Suppliers/Supplier Employees and/or Citi Employees) of which Suppliers are made aware; and
5. Support Citi's fraud-prevention processes during the set-up or update of a Supplier's bank account in Citi's Supplier payment system.

8.2 Further to this, Suppliers that provide services that are inherently more exposed to fraud risk are **required** to:

1. Document and follow a Fraud Risk Management Program that identifies the material fraud risks relevant to the services they provide to Citi and the controls and procedures in place to mitigate these risks;

2. Complete fraud awareness training (within 90 calendar days of hire and annually thereafter) and train staff on specific elements of fraud risk that relate to the specific services provided to Citi; and
3. Monitor instances of attempted fraud and maintain effective controls to mitigate the risk of fraud on the services they provide to Citi, document procedures for controls and test the effectiveness of controls on an ongoing basis, reporting any deficiencies to the Business Activity Owner (BAO).
4. Provide any required information for the ongoing monitoring/evaluation of the fraud risk exposure to the Business Activity Owner (BAO)

8.3 Suppliers with higher inherent fraud risk include, but are not limited to, those that:

1. have access to data classified as Confidential or higher (when not under Citi's direct control or supervision) that can be used to enable fraud such as access to internal accounts, financial transactions, cash transactions.
2. have connectivity to Citi networks / systems; and
3. provide, support, or have access to, services and capabilities which could be targeted to commit or enable fraud, including:

    a) Identification, on-boarding or processing applications from new clients;
    b) Citi or Client Payment / Fund Transfer activities, and / or authentication of Citi clients access these services;
    c) Making, checking or fulfilling changes to Citi data or Citi-client (e.g., demographic) data;
    d) Provision, servicing or authorization of transactional instruments (e.g., debit / credit cards, eWallets, checkbooks, etc.);
    e) Provision or support of operational fraud management activities to Citi, relating to the prevention, detection or response to fraud events;
    f) Providing physical access to cash, financial instruments and assets / physical goods;
    g) Unescorted or off hours access in Citi facilities;
    h) Financial Statements: accounting activities, such as posting entries to the GL / SL;
    i) Earning and spending Rewards for incentivized activities.

9 MEDIA INTERACTION AND PUBLIC APPEARANCES

Citi Enterprise Services and Public Affairs is the only department authorized to issue press releases or public statements on behalf of Citi. Suppliers may not issue any press release, which directly or indirectly identifies Citi, any Contract or arrangement between a Supplier and Citi or any products and services procured from a Supplier by Citi. Suppliers may not consent to or engage in any public relations activity relating to Citi with Clients, Citi employees, other Citi Suppliers, other customers of Suppliers or any other third parties without prior written approval from their primary Citi business contact.

Suppliers may not publish or post any material in written or electronic format (including books, articles, podcasts, webcasts, blogs, website postings, photos, videos, social media,

or other media), conduct or make speeches, give interviews, or make public appearances that mention Citi, Citi's operations, Clients, products, or services, without prior written approval from their primary Citi business contact and the senior country or regional public affairs officer.

Whether or not in connection with the provision of services or products to Citi, Suppliers may not use Citi's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, without, in each case, securing the prior written consent of Citi. Suppliers may not use Citi's name, logo or trademarks, facilities or relationships for benefit or for work outside of Citi (including on letterhead or personal websites, blogs or other social networking sites). Further, Suppliers may not make any use of Citi's name, facilities or relationships for charitable or pro bono purposes.

10 WRITTEN ELECTRONIC COMMUNICATIONS

When interacting with Citi personnel, or in the performance of its obligations for or on behalf of Citi, Suppliers are permitted to use only those Written Electronic Communications Equipment, Systems and Services that approved by Citi. New, expanded, or modified Citi eComm Channels, whether as standalone tools or integrated into a broader platform, Citi-provided or third-party, must be approved in accordance with applicable Citi Requirements of which Supplier has been notified in writing by their BAO. Communicating Citi business with Citi personnel on non-Citi approved messaging platforms, such as WhatsApp, WeChat, LINE, Slack, Signal, Telegram, iMessage, SMS, Viber, and any other interactive electronic platform, is prohibited.

Additionally, Suppliers should have no expectation of privacy with respect to written Electronic Communications created, discovered, used, accessed, downloaded, stored, transmitted, received or deleted via Citi-provided Communications Equipment, Systems and Services. Citi may monitor Electronic Communications Equipment, Systems and Services, and Electronic Communications. Such Electronic Communications are owned by Citi and may be retained in accordance with applicable record retention requirements (subject to local law and regulation).

For further information, review the Electronic Communications Policy.

11 POLITICAL ACTIVITIES AND CONTRIBUTIONS

A variety of laws, such as campaign finance, gifts and entertainment, legislative and regulatory lobbying, procurement, pay-to-play, and securities, regulate political activities, including disclosure requirements, of Citi and its Suppliers. Any political activity by Suppliers that does not comply with relevant Citi policy or standards, law or regulation is prohibited.

Political activity includes but is not limited to:

1. Making corporate or personal political contributions, soliciting political contributions, using company funds or resources (such as facilities, equipment, software or personnel) or volunteering personal services during company time on behalf of a candidate campaigning for a public office, a political party committee or a political committee;
2. Lobbying or engaging in any outreach to public officials, whether directly or through third parties, including attempts to influence legislation and, depending on the jurisdiction, may include attempts to influence agency rulemaking or the awarding of government contracts; or
3. Seeking, accepting or holding any political office associated with a government, including any government board, commission or other similar organization.

No political activity may be undertaken or conducted by any Supplier on behalf of (or purportedly on behalf of) Citi without prior written authorization of Citi's Global Government Affairs Global Operations Control (ggacontrol@citi.com). Although Citi may pay a fee and/or reimburse out of pocket costs for contracted and permissible political activity services provided by the Supplier, such as lobbying, Citi will never reimburse a Supplier or any of its employees for personal or corporate political contributions of any kind.

12 ANTI-MONEY LAUNDERING ("AML")

Applicable to Suppliers performing certain customer-related services (i.e., on-boarding, customer account and transaction screening) or the delivery of data/metrics related to the foregoing activities; AND/OR acting as an intermediary with regard to cash or financial instruments (e.g., remote deposit capture, courier, armored car, or lockbox services).

12.1 AML-Related Obligations:

1. Maintain and comply with Citi processes and procedures designed to address the requirements of applicable laws, including (i) the Gramm-Leach-Bliley Act and the regulations promulgated thereunder; (ii) the USA PATRIOT Act and the regulations promulgated thereunder; (iii) any law or regulation addressing money laundering; and (iv) any law or regulation related to economic sanctions. Such policies and procedures will address anti-money laundering roles and responsibilities, including the requirements to promptly report any observed activity that appears unusual or potentially unusual related to the intake of cash; and
2. Ensure that those of its Personnel providing Services to Citi receive annual training with respect to anti-money laundering roles and responsibilities, including the requirements to promptly report any observed activity that appears unusual or potentially unusual related to the intake of cash. The training may include such components as:
    a. Reporting and escalation of suspicious activity

b. A “Know Your Customer” program, including a Customer Identification Program, sanctions and name screening, customer due diligence and enhanced due diligence
c. Transaction monitoring
d. Periodic reporting/metrics, including reporting on legal and regulatory changes and material AML program changes
e. Testing and controls of AML program effectiveness, including site visits

3. Comply with any Contract provisions that define any AML program that must be instituted by the Supplier.
4. Promptly report to Citi in writing any suspected breaches of law, including any observed activity that appears unusual or potentially unusual related to the intake of cash related to Citi or its customers.
5. Comply with all applicable tax laws and regulations in the countries where they operate. Under no circumstances should suppliers engage in deliberate illegal tax evasion or facilitate such evasion on behalf of others, which may include engaging in activities that would assist in evading the payment of taxes that are due and payable or concealing information from tax authorities. As such, Suppliers shall adopt reasonable prevention procedures relating to tax evasion and promptly report to Citi in writing any violations or suspected violations that relate to Citi.

12.2 Suppliers shall maintain appropriate internal policies and procedures to comply with all AML laws and regulations now in existence or hereinafter brought into effect.

13 RECORDS MANAGEMENT

Applicable to Suppliers who access/process/store Citi Information.

Citi requires that all Suppliers with custody of Citi Information work with their Business Activity Owner (“**BAO**”) or primary Citi business contact to (i) identify and classify Information as Records or Transitory for Citi’s records management purposes, (ii) classify Records in accordance with Citi’s Master Record Catalogue (“**MRC**”), (iii) retain Information based on the retention requirements and (iv) absent Record Holds, appropriately dispose of Information at the end of the Information Lifecycle.

Supplier must work with their primary Citi business contact or BAO to ensure the Records Inventory identifies and classifies records according to Citi record codes in the MRC and is updated at least annually. Supplier has the obligation to abide by the Records Management requirements communicated by the BAO. Records meeting their eligibility criteria for disposal must be appropriately disposed of as soon as possible, but no longer than six months after the retention requirements have been met. Supplier must suspend destruction or alteration of Citi Information when notified of a Record Hold. Transitory Information must be destroyed no longer than two years after its last use unless subject to Hold. Supplier shall check with their primary Citi business contact or the BAO in the event of any uncertainty.

Suppliers maintaining documents on behalf of Citi are responsible for preserving ("holding"), collecting, and producing all Information that is deemed to be relevant to a legal or other proceeding within the required time as requested to them by the BAO.

Suppliers must not dispose of any Citi Information, irrespective of its classification (e.g., Confidential, non-Confidential) without their primary Citi business contact or BAO approval, which must include confirmation that no active Record Holds apply to the Information due for disposal. Records Management and retention requirements and all other information-handling requirements shall survive termination or expiration of the Contract, unless explicitly agreed to otherwise.

Suppliers shall maintain documentation listing all Supplier Personnel responsible for overseeing management of Citi Information in Supplier custody and hold periodic meetings with their primary Citi business contact or Records Management Officer to review and update contact names, procedural details, roles and responsibilities and the Supplier Record Inventory.

14 ENTERPRISE RESILIENCE / CONTINUITY OF BUSINESS

Applicable to Suppliers who are included in the Recovery Plan for the Citi Business unit or if the supplier hosts an application with recovery capabilities (i.e., numeric Technology Recovery Time Capability (TRTC) or Recovery Time Objective (RTO), which is used by Citi. The Citi Business (BAO) is responsible for communicating applicability and COB requirements to the Supplier

14.1 Recovery Resources. Suppliers' Disaster Recovery Plan must provide alternate resources capable of delivering all products and services to Citi in the event the Supplier's primary locations become disabled. Recovery resources must be located in geographically separate locations from the primary locations with sufficient separation to minimize or eliminate the threat that the same disaster event may affect both the primary and recovery locations.

1. Recovery resources are not limited to Information Systems, but include all resources required for continued delivery of products and services to Citi and may include staff, buildings, business equipment, data centers, data and voice networks and transportation services.

14.2 Recovery Service Levels. Suppliers' business continuity must meet established levels of service in order to be effective for Citi. At minimum, Supplier's Disaster Recovery Plan shall establish specific values for:

1. Recovery Time Objective
2. Recovery Point Objective
3. Recovery Resources / Technology Capacity
4. Recovery Duration

14.3 Disaster Recovery Plan. Supplier will maintain a Disaster Recovery Plan for the continuation of business (and provide evidence of its current and periodic testing, if requested by Citi) so that despite any disruption in Supplier's ability to provide the Products/Services or to perform its other obligations hereunder from any particular

location or through the efforts of any particular individuals, Supplier will promptly be able to provide the Products/Services and perform its obligations from an alternate location or with replacement Personnel. A copy of the Disaster Recovery Plan must be provided to Citi within ten (10) calendar days of the Effective Date of each Work Order entered into between Citi and Supplier, and annually thereafter for so long as each Work Order is in effect. Supplier will provide Citi with any instructions or other information necessary for Citi to continue to receive Products/Services from Supplier under circumstances where Supplier has had to invoke its Disaster Recovery Plan. Supplier represents, warrants, and covenants that its disaster recovery plan will, at a minimum, include:

1. Recovery procedures and strategies, including relocate, transfer of work, and/or remote access to mitigate the effects of disruptions including unavailability of technology (Denial of Service/DoS), unavailability of primary work location (Denial of Access/DoA), and unavailability of staff (inclusive of subcontractors);
2. Maintenance by Supplier (including but not limited to) of a secondary disaster recovery site separate from the Product/Service locations, the storing of back-up media at a location separate from the Product/Service locations, the use of redundant communications lines and servers;
3. Procedures for back-up/restoration of operating and application of the Products/Services, including a detailed, documented plan for responding to a prolonged disruption in Products/Services caused by power failure, system failure, natural disaster, or other unforeseen circumstances that includes processes and procedures for resuming operations within a mutually agreed upon time period;
4. Procedures for the protection of all Content;
5. Procedures and any third party agreements for replacement equipment (e.g., computer equipment);
6. Procedures for any off-site production facilities; and
7. Supplier's Disaster Recovery plan will provide that:
    a. Supplier will promptly notify Citi of any disaster that could negatively impact the Products/Services;
    b. Supplier will provide Citi, within 24 hours of said notice, a plan to continue to provide the Products/Services at an alternative processing facility;
    c. The Products/Services must be fully operational within the required Recovery Time Objective (RTO), which, if not otherwise defined in the applicable contract, are 4 hours or less for those processes rated by Citi as having a criticality rating of "1", 24 hours or less for those processes rated by Citi as having a criticality rating of "2" and 72 hours or less for those processes rated by Citi as having a criticality rating of "3"; and
    d. In the event that parts of Supplier's facilities are inoperable, Supplier will treat Citi no less favorably than Supplier treats its other commercial customers.

14.4 Disaster Recovery Plan Requirements Applicable to Hosted Services. To the extent Supplier manages and provides a Hosted Service to Citi, the provisions that follow shall also apply. The Disaster Recovery Plan will, at a minimum, include:

1. Procedures for back-up/restoration of operating and application of the Hosted Services, including a detailed, documented plan for responding to a prolonged disruption in services caused by power failure, system failure, natural disaster, or other unforeseen circumstances that includes processes and procedures for resuming operations within a mutually agreed upon time period;
2. In addition, Supplier's Disaster Recovery Plan will provide that: (a) Supplier will notify Citi in writing within two (2) hours of any disaster that could negatively impact the Hosted Services; (b) Supplier will provide Citi, within 24 hours of such notice, a plan to continue to provide the Hosted Services at an alternative processing facility, and (c) the Hosted Services must be fully operational within 48 hours of the initial notice;
3. Supplier agrees, upon request, to release the information necessary to allow Citi to develop a disaster recovery plan and a continuity of business plan, which will work in concert with Supplier's disaster recovery plan and continuity of business plan; and
4. In the event that parts of Supplier's facilities are inoperable, Supplier will treat Citi no less favorably than Supplier treats its other commercial customers.

14.5 Changes to the Disaster Recovery Plan. Supplier may change its Disaster Recovery Plan as long as the changes do not degrade the Disaster Recovery Plan in a manner that is likely to adversely affect the services (e.g., lengthening its RTOs). Supplier will promptly communicate any changes in its Disaster Recovery Plan to Citi and, at Citi's request, explain changes so that Citi will fully understand and be able to respond to the changes.

14.6 Subcontractors' Disaster Recovery Plan. Supplier will ensure that any Subcontractor of Supplier maintains a Disaster Recovery Plan that is fully consistent with the Citi Requirements for Suppliers.

14.7 Disaster Recovery Plan Invocation and Crisis Notification. Suppliers will promptly notify the primary Citi business contact:

1. when Supplier invokes its Disaster Recovery Plan; and;
2. concerning any crisis, threat, warning or cyber event against Supplier or its subcontractors that is reasonably likely to have an adverse impact on the services or products provided to Citi.

14.8 Testing. All the Supplier's recovery resources and plans must test within 120 days following production implementation and be tested annually (every 12 months) at minimum. Testing shall demonstrate the Supplier's ability to meet the recovery service

levels for all products and services delivered to Citi. These tests must be comprehensive and include the full scope of Services provided to Citi. Suppliers must provide Citi with at least 30 calendar days' advance notice of testing the recovery of products/services provided to Citi. Citi may participate in or observe Supplier's recovery testing. If Citi wishes to participate, Supplier will provide Citi with the test objectives, the test plan, and procedures for connecting to the test site before conducting the test. Within ten (10) business calendar days after completing each test, Supplier will provide Citi with a summary of the test objectives, the test plan and the test results, including the timeframes required to recover critical business functions and evidence of the test results (e.g., screen shots).

14.9 Volume Validation. A Supplier that hosts Citi's Franchise Critical Applications (FCAs) used for critical transaction processing must demonstrate that Production volumes can be processed in their COB / disaster recovery environment. Citi and the Supplier must agree on the methodology to be used for validation.

14.10 Use of Citi's Systems to Provide Services. If requested by Citi or Citi's Affiliates, Suppliers using Citi's Systems will participate, at no cost or charge to Citi, in Citi's disaster recovery exercises.

14.11 Addressing Test Findings. If any test results from Supplier's testing show a failure to meet any test objectives or any applicable RTO, Supplier will undertake to perform a source cause analysis and to remedy promptly any identified deficiencies. Following implementation of such remediation, Supplier shall conduct a retest not later than one hundred twenty (120) calendar days following the initial test failure (or the period of time specified in the relevant Work Order).

14.12 Crisis Management. In conjunction with its business continuity plan, the Supplier shall maintain a crisis management plan for command and control of recovery operations. At a minimum, the Supplier's crisis management plan shall identify specific individuals of sufficient authority to activate a recovery operation, define communication and escalation protocols for gathering and disseminating crisis information and include notification and escalation protocols for communicating with Citi in the event of a crisis.

14.13 Business Continuity Assessments. Suppliers are subject to Citi's Third-Party Continuity of Business Assessment Process for assessment of Supplier's policies, procedures, and controls regarding compliance with Citi requirements and any legal and / or regulatory requirements (applicable to either Citi or Supplier) that pertain to business continuity. The assessment consists of questionnaires requiring responses from the Supplier with supporting evidence and may include visits to Supplier's locations. Should the findings of an assessment disclose or indicate problems or concerns, Citi will document findings and work with the Supplier to identify a means for correcting the problems. Suppliers must expeditiously make the necessary corrections and add or compensating controls to address Citi's concerns to Citi's reasonable satisfaction.

14.14 Operational Resilience. Critical Business Services are those services which, if delivery was disrupted, could cause significant adverse impact to Citi, its clients or the financial system. Supplier shall ensure that any disruption to the delivery of elements of the services that either amount to critical business services or support the provision of critical business services by Citi, as specified by Citi from time to time ("Critical Business Services") does not exceed the duration set by Citi or otherwise breach any relevant metric set by Citi ("Impact Tolerances" as notified to Supplier from time to time.

Impact Tolerances will be expressed as a clear metric, including a maximum tolerable duration or Maximum Tolerable Downtime (MTD) for which delivery of the Critical Business Service may be disrupted. Citi and Supplier shall review the Impact Tolerances annually as part of the ongoing contract governance processes. Where Citi is required to set two Impact Tolerances for an individual Critical Business Service due to the requirements of more than one Regulatory Body, then Citi may specify separate Impact Tolerances for such Critical Business Service. Supplier shall:

1. Notify Citi as soon as it becomes aware that it has failed (or is reasonably likely to fail) to deliver any Critical Business Service within the corresponding Impact Tolerance(s) set by Citi together with an explanation of the reasons for any prospective or actual failure and the steps being taken to mitigate the impact of such failure;
2. Where requested to do so, provide reasonable assistance to Citi to enable it to identify the people, processes, technology, facilities and information that are necessary for Supplier to deliver any Critical Business Services;
3. Reasonable assistance to Citi for the purposes of enabling Citi to conduct:
    a. any internal scenario testing of Supplier's ability to remain within the Impact Tolerance(s) for each Critical Business Service in the event of a severe but plausible disruption to its or the Supplier's operations; and
    b. any lessons learned exercised following a scenario test to enable Citi to identify weaknesses and any actions necessary to improve Supplier's ability to effectively respond and recover from future disruptions.
4. Where any internal scenario testing by Citi identifies vulnerabilities or limitations on Supplier's ability to deliver Critical Business Services within the corresponding Impact Tolerance(s) set by Citi and following any failure by Supplier to deliver any Critical Business Service within the corresponding Impact Tolerance(s) set by Citi, the parties will agree a plan (including a timetable to implement the plan), to ensure that Supplier takes the steps necessary to resolve or mitigate such vulnerabilities or limitations or remedy the cause of the failure to remain within the Impact Tolerance(s) (as applicable) as soon as is reasonably practicable.

15 GLOBAL BACKGROUND SCREENING STANDARDS

Applicable to all Third-Party Suppliers, including those whose personnel have access to Citi systems/networks AND/OR unescorted access to Citi premises AND/OR utilize Subcontractors. (Such personnel would be required to have a GEID, and be registered in Citi's Non-Employee Management System)

15.1 Overview – Background Screening

Background screening must be performed in accordance with all applicable local laws and regulations. All information and self-disclosures described within this document must be provided by Supplier's personnel and Subcontractors as appropriate. Falsification or omission of information whether on a resume, during the interview, on an on-boarding form or during the on-boarding process, no matter when discovered, may constitute grounds for denial or termination of assignment with Citi in accordance with local law. Adverse results to any screening performed, no matter when discovered, may also constitute grounds for denial or termination of assignment with Citi in accordance with local law.

Additional information on background screening completion can be found at https://www.citigroup.com/citi/suppliers/data/background_screening_requirements_tables.pdf

15.2 Collection of Basic Information and Identity Verification

Prior to any Supplier's personnel beginning a Citi assignment, Suppliers must collect the individuals' first and last name, mailing address and permanent address (if different), telephone number and email address (if applicable).Supplier's Personnel must also provide documentation which validates their identity. This may include providing information and / or documentation of a national ID number, a government-issued identification card with a picture, or a passport.

15.3 Sanctions Screening

All Supplier personnel, including Subcontractors irrespective of access to Citi data/systems/networks AND/OR access to Citi premises, must be screened, against the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Specially Designated Nationals and Blocked Persons ("SDN") list and the list of regions and jurisdictions subject to sanctions imposed by the United States ("U.S.Sanctions"). Screening must apply to names, addresses, aliases and date of birth provided from the verification process, prior to their first day of assignment (except where not allowable by local law). Supplier Personnel who are positively matched to a sanctions list entry are prohibited from working on the Citi assignment. Any indication or misrepresentation may result in the ineligibility for or closure of the assignment.

OFAC lists are publicly available at this website: https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists

15.4 Immigration Compliance

Supplier must demonstrate that it has protocols for verifying that its personnel are authorized to work in the countries where they are assigned, and that Supplier has complied with all applicable laws and regulations to verify employment eligibility. Supplier further must demonstrate that it has protocols for ensuring that its personnel are otherwise in compliance with all applicable immigration laws and regulations and that its personnel hold the appropriate classification of visa for the assignments and activities in which they are engaged.

15.5 Employment History

Suppliers must validate the employment history of its personnel for the past seven (7) years or 10 years if required per regulation. The individual's employment history must be validated to ensure that the employers, positions, dates and duties have been accurately represented. Supplier's personnel must also disclose any prior employment or assignment as a consultant or temporary worker with Citi or any of its predecessor companies (including, but not limited to: Citibank, Citicorp, Travelers, Salomon Brothers and / or Smith Barney). They must also disclose whether they have been terminated by, asked to resign by or denied employment or assignment after receiving an offer from, Citi or any of its predecessor companies.

15.6 Education History

Suppliers must validate the highest level of education of its personnel. The information validated should include the dates attended, institution name(s), address (es) and degree(s) obtained.

15.7 Criminal Background

Where legally permissible, Suppliers' personnel and sub-contractors must disclose to Citi if they become subject to an arrest, summons, subpoena, arraignment, indictment or conviction for any criminal offense, including a guilty plea or no contest plea and any participation in a pre-trial diversion or similar program. The administrative review of criminal records and / or fingerprint checks must be completed prior to the assignment start date where legally permissible and available. Criminal convictions for offenses relating to theft, fraud, dishonesty or breaches of trust, except where otherwise prohibited by law, may result in denial of and / or ineligibility for, assignment with Citi. Other convictions may result in denial of and / or ineligibility for assignment based on applicable local laws and regulations.

15.8 Re-Screening

Supplier's Personnel whose assignment terminates must be re-screened in the event they are reassigned to Citi. For additional information on re-screening requirements, please

refer to https://www.citigroup.com/citi/suppliers/data/background_screening_requirements_tables.pdf

15.9 International Transfers

All screening must be completed in accordance with the regulations of the country where the assignment is located. If Supplier's personnel transfer to a new country and there is a break in service with Citi, the individual must be re-screened according to the requirements of the new country.

16 EXPENSES

Suppliers that are contractually eligible to claim reimbursable business expenses.

16.1 Overview

Citi will only reimburse reasonable business-related expenses that have been pre-approved in writing by Citi and have been incurred by the Supplier in connection with the provision of products and services to Citi, are in accordance with the terms of the applicable Contract or Citi's Expense Management Policy, where appropriate, and are adequately substantiated through supporting receipts, invoices, itineraries, or other forms of documentation as deemed acceptable by Citi.

16.2 Reimbursements

These expenses must be properly documented and invoiced to Citi in accordance with Citi invoicing requirements. Supplier expenses must not be incurred by a Citi employee on behalf of a Supplier. Any expense submitted to Citi for reimbursement of a valid and approved expense item(s) must include (in addition to all other invoicing requirements):

1. The business purpose of the expense;
2. The amount and description of the expense;
3. Place and date of the expense;
4. The project name / description for which the Supplier is providing services;
5. The names and business relationship of the Citi representative requesting the service(s) for which such expenses were incurred; and
6. Purchase Order number, where applicable.

For information on permissible reimbursable business expenses, please contact your primary Citi business contact. Supporting receipts, invoices, itineraries, or other forms of documentation as deemed acceptable by Citi must be submitted with the reimbursement claim. Reimbursement claims must be compliant with the provisions in the applicable Contract or with Citi's Expense Management Policy, where appropriate, and approved by the appropriate business sponsor and / or primary Citi business contact and approved by an individual who has been duly authorized and has a sufficient amount for the corresponding commodity. Non-compliant requests will not be reimbursed.

17 INFORMATION SECURITY (IS)

Applicable to Suppliers including Subcontractors that access, process, store, or manage any Citi Information as classified and defined in the Appendix; or Host Citi branded Internet-facing applications; or have connectivity to Citi's network resources; or require unescorted access to Citi facilities.

17.1 Overview.

This Section provides minimum requirements for Citi's Suppliers, including vendor sub-processors or subcontractors, who store, process, manage, or access Citi Information or host Citi applications, regarding the information protection controls that are expected by Citi. These requirements ensure that information is protected in accordance with applicable legal and regulatory requirements and the highest industry standards (e.g., ISO / IEC 27001/2) in the locations where Citi and its Suppliers do business. If local laws, regulations, or relevant industry standards establish higher standards than provided here, Suppliers must comply with such laws, regulations, or standards. In addition, Suppliers may be required to incorporate additional information security practices and procedures as part of their compliance with other Citi policies and contractual terms and conditions. If a Supplier decides to implement additional security practices or procedures for information security, the Supplier must ensure that those practices and procedures do not conflict with the minimum controls defined in this section.

17.2 Information Security Policy & Governance.

Suppliers must have documented information security policies and standards. The policy governance must include clearly defined roles and responsibilities and annual policy and standard review/update for consistency with the current state of technology, industry standards, legal, and regulatory requirements.

17.3 Segregation of Duties.

Supplier must have processes in place ensuring no individual person can perform any two business functions or two of the IT functions, or two of the Controlled Information System functions with persistent access for the same activity, change, Information System or transaction without authorization or detection unless adequate compensating controls are present to mitigate the risk.

1. Exceptions**.**
    a) A User may initiate or approve a real transaction and still participate in testing of new requirements for the same Citi Information System in a non-production environment.
    b) A User with the Develop function may provide production support, but persistent access to the Citi Information System can only be granted if the access is limited to read or view only and does not include access to Confidential or higher information as classified by Citi.
    c) A person with the Develop or Certify function who needs to provide break / fix support utilizing the Implement function must use temporary privileged access to the Controlled Information System.

d) A person who needs to update production data outside of application controls must use temporary privileged access.
e) A person who needs to view data containing Confidential PII or Sensitive PII data, as defined by Citi, outside of application controls must use temporary privileged access.
f) Individuals performing the Develop or Certify function must not modify or install operating system or database infrastructure software in Controlled Information Systems.

17.4 Management Commitment to Information Security.

Suppliers, who will host a Citi-branded Internet-facing application or have access to Citi Information with classification of Confidential or higher, are subject to Citi's Third-Party Information Security Assessment Process (TPISA) for assessment of Supplier's policies, procedures, and controls regarding compliance with Citi requirements and any legal and / or regulatory requirements (applicable to either Citi or Supplier) that pertain to information security.

The assessment consists of security questionnaires requiring responses from the Supplier with supporting evidence and may include visits to Supplier's locations where Citi's Confidential or higher Information may be stored, processed, managed, or accessed by the third-party. Should the findings of a TPISA disclose or indicate security problems or concerns, Citi will document findings in a notice to the Supplier and work with the Supplier to identify a means for correcting the problems. Suppliers must expeditiously make the necessary corrections add / or compensating controls to address Citi's concerns to Citi's satisfaction and meet required timelines of 180 calendar days for High-Risk issues, 240 calendar days for Medium Risk issues, and prior to the next assessment for Low-Risk issues.

1. The Supplier must regularly perform assessments of its business operations and related controls against its own information security standards, policies, and procedures. The periodic assessments must include, at a minimum:
    a) Assessment of the processes the Supplier uses to ensure compliance with the Supplier's own IS policy and standards;
    b) Assessment of supporting resources, such as applications and infrastructure used by the Supplier and IS processes used by the Supplier's sub-contractors (if applicable) that support their business operations or allow Citi to conduct such assessments. Compliance is required in the event a third-party signs a new or renews an existing contract with a sub-contractor that accesses, processes, manages or disposes of Citi Information classified as Confidential or higher by Citi.
2. Issues that have been identified as a result of any Information Security Risk Assessment (e.g. TPISA) must be documented and tracked to closure with evidence of remediation provided to Citi.
3. If the Supplier's Information Security management function is relocated across country borders, the Supplier must obtain Citi's documented approval prior to such relocation.
4. If the Supplier acquires a new entity, the Supplier must complete an assessment of the acquired entity for compliance with these Standards.

5. The Supplier must not outsource security management functions including, but not limited to, firewall management, security configuration management, patch management or Information Security Administration (ISA) functions for systems used to store, process and / or transmit Citi Information unless approved in writing in advance by Citi.
6. If Supplier hosts software or a website that contains Citi Information or is Citi branded, periodic vulnerability assessments must be performed in accordance with Citi's System Security Testing Standard (SSTS) and any material issues identified during the assessment must be remediated within the timeframes specified in that Standard. As the SSTS is not approved for external distribution, Suppliers must work with their Citi Relationship Manager to ensure compliance with the reference documentation. In addition, the Supplier must comply with relevant ISO/IEC 27001 Information Security management standards (or successor information security management standards that establish higher standards and protocols) and abide by the information security provisions contained within this Section (18).
7. If connectivity to servers and / or Information Systems on the Citi internal network is required, then the Supplier is required to notify their primary Citi business contact so that the current connectivity provisioning process can be followed.
8. The Supplier must promptly notify the appropriate Citi contact (Business Activity Owner (BAO) of any unauthorized access, acquisition, loss, corruption, or deletion of Citi Information or any other compromise to Information Systems used to store, process, or transmit Citi Information.
9. The Supplier must ensure that all high-risk activity or changes to sensitive data have audit trails that enable specification of what individual performed what activity or changed what data.
10. The Supplier must ensure that all sensitive data is masked on screen and on paper, including, for example, monitoring, exception, regulatory, and other reports).
11. The Supplier must restrict printing, recording, or copying of sensitive data, including by its own devices. Supplier must perform all reasonable efforts to return or destroy all Citi information at an agreed upon point in time during or at the end of the agreement.
12. The Supplier must ensure all supplier personnel (employees, contractors, temps, subcontractors) with access to Citi information sign a non-disclosure or confidentiality agreement.
13. The Supplier's employees must be provided an employee handbook, or similar document that contain disciplinary process for non-compliance with violations of the Supplier's code of conduct and human resources policies that must be acknowledged as part of their onboarding process.
14. The Supplier has a process in place to retrieve all assets when an employee or nonemployee is terminated or resigns.
15. If any Confidential Information is maintained, or in any manner stored on a website or web accessible system, the Supplier must disclose this information to Citi. This disclosure may be included in the description of Services. If Supplier maintains or stores Citi Confidential Information, Supplier will cause a SSAE 18 audit (or any successor authoritative assessment approved by Citi) to be performed once a year during the term of this Agreement, and will provide

to Citi, no less than once annually, a copy of the reports documenting the results of such SSAE 18 audit or any successor authoritative assessment approved by Citi.

16. If Supplier is acquired or acquires another entity in any merger or acquisition or similar transaction, and such transaction may impact the Services, Supplier must promptly notify Citi in writing and Supplier must perform an information security assessment on the resulting entity consistent with these Requirements to ensure such change does not impact compliance with the same.

17.5 Subcontractor Information Security Risk.

The supplier must require that subcontractors with access to their client's data require pre-contract and periodic post contract Information Security (IS) assessments performed by qualified Information Security personnel that includes:

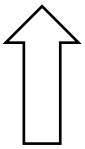
1. A management approved subcontractor Information Security assessment process is in place, and it covers all steps from assessment initiation through issue management.
2. Suppliers ensure IS risk assessments are performed on their subcontractors that have access to Citi Confidential and higher data using an IS assessment questionnaire or equivalent tool that covers IS domains that align with those covered in Citi's Third Party IS Assessment Questionnaire (TPAQ) and includes a logical method for calculating Information Security risk as it relates to sub-contractors.
3. Suppliers ensure they assess the IS controls of sub-contractors with access to Citi Information, track assessment completions, and manage the noted issues and corrective action plans (CAPs) to closure.

17.6 Responsibility of Assets

1. Supplier must ensure that an inventory is maintained of all applications and hardware under its control that are used to store, process and/or transmit Citi Information.
2. Supplier must ensure that an inventory of Citi Information assets is maintained under its control in accordance with a process used to appropriately maintain the accuracy and completeness of that inventory.
3. Supplier must be responsible for protecting all Citi Information under its control.
4. Supplier must ensure accountability of its users' activity in a manner consistent with industry practices.
5. User access to personal external Internet e-mail storage and cloud storage accounts must be restricted from the Supplier's global network where Citi Information resides.

17.7 Information Classification & Handling.

Citi classifies information per the following Information Classification table below. See the Appendix for definitions and examples of each information classification listed below.

RESTRICTED	**Most Sensitive**
SENSITIVE PII	
CONFIDENTIAL PII	
CONFIDENTIAL	
INTERNAL PII	
INTERNAL	
PUBLIC	**Least Sensitive**

1. Based upon the classification of Citi Information, Citi must work with the Supplier to specify the level of security required to protect such information and Supplier must ensure that sufficient controls are in place, along with any heightened or modified levels that Citi may require.
2. Confidential or higher information must be stored on third party managed devices that are subject to a contract between the Third Party and Citi that contains confidentiality provisions consistent with Citi policies and standards.
3. If the Supplier allows the use of non-company owned devices to store Citi data (i.e., devices managed by a 4th party), the Supplier must have a policy in place that requires specific management approval and have established guidelines and monitoring procedures for the use and disposal of Citi Information.
4. Supplier must always protect Citi Information from unauthorized access, modification, or deletion.
5. Citi Information classified as Confidential or higher transferred via Electronic Transportable Media (ETM) must be encrypted using an approved cryptographic algorithm and delivery must be confirmed. Supplier must confirm that the ETM was received by the intended. If confirmation of receipt is not received by the expected date of delivery, Supplier must notify Citi.

17.8 Secure Configuration

1. The supplier is required to maintain a documented secure configuration standard for all assets with the potential to store, process, access, or transmit Citi Information.
2. Supplier must incorporate information security controls in its processes and procedures for the selection, development, and implementation of applications, products, and services.
3. Supplier must have a secure build procedure for all systems where Citi Information is stored, processed and / or transmitted.
4. Supplier must maintain a secure image or template for all systems.
5. All default user accounts and passwords must be removed and/or changed from vendor-supported systems, network devices, and applications.
6. Any system or service that has been compromised must be re-built and configured using an image or template that has a proven integrity.
7. Any change to be made to a secure configuration must be approved by management via the Supplier's change management process.
8. Supplier must notify Citi of any changes to the secure configuration.

9. The secure build procedure must include tools to support automated configuration checks of the security / standard build settings at the time of production deployment, and ongoing monitoring for compliance with and deviations from the baseline configuration.

17.9 Encryption Requirements.

Supplier must not transmit Confidential or higher classification information over any public network (such as the Internet) in an unencrypted manner. When a Third Party transmits and stores Citi Information classified as Confidential or higher, encryption requirements must be followed. Data transmitted between Citi and the Citi Third Party must be encrypted end-to-end with Citi approved tools or solutions. Approved protocols and respective version numbers during transmission of data are as follows:

1. When exchanging authentication and authorization information: SAML v2.0, OAuth v2.0 (authorization only),
2. To protect the communication channels and the associated exchange of keys the following Network Security Protocols are permitted:
    a) TLS v1.3 - All TLS v1.3 suites are permitted. If TLS 1.3 is the only permitted protocol, no additional review is necessary.
    b) TLS v1.2 - If TLS 1.2 is permitted, then a grade of B or higher from SSLLabs is acceptable and no additional review is necessary.

Data persistently stored in the Citi Third Party environment or when exchanged must be fully encrypted using Citi approved tools or solutions. Approved algorithms and key lengths for encrypting data are as follows:

1. **Advanced Encryption Standard (AES):** Approved key lengths: 256 or more bits. Restricted Modes: Electronic Codebook (ECB) mode is prohibited except where the amount of plaintext is less than or equal to the block length. Disk drive encryption: AES with 256-bit key is required. AES with a 128-bit key length is allowed as a TLS Cipher, however Citi is in the process of deprecating this as part of our post-quantum cryptography program.
2. **ChaCha20 (a stream cipher for associated use cases):** Approved key lengths: 128 or 256 bits, with 96-bit nonce and 32-bit block count or 64-bit nonce and 64-bit block count. Maximum data size: 16 petabytes.

Approved public key cryptosystems, key exchange, agreement mechanisms, message digest and key derivation functions, are as follows:

1. **Public Key Cryptosystems and minimum key length sizes:**
    a) Rivest–Shamir–Adleman (RSA): 2048 bits.
    b) Digital Signature Algorithm (DSA): 2048 bits. DSA must not be used to secure Citi data processed or stored outside of Citi.
    c) Elliptic Curve Digital Signature Algorithm (ECDSA): 256 bits and as specified in ANSI X9.62 with NIST recommended curves.
2. **Key Exchange and Agreement mechanisms and minimum key length sizes:**
    a) Diffie-Hellman (DH) / Ephemeral Diffie-Helman (DHE): 2048 bits.

b) Elliptic-curve Diffie–Hellman (ECDH) / Ephemeral Elliptic-curve Diffie–Hellman (ECDHE): 256 bits and as specified in ANSI X9.63 with NIST recommended curves[1].

3. **Message Digest Functions:** Creating an encryption key of a length greater than the number of random bits in the material used to generate the hash is prohibited.
    a) SHA-1 Acceptable only for non-digital signature applications. SHA-2 family, SHA-3 family and POLY-1305: Acceptable for all cryptographic hash-function applications.
4. **Password based Key Derivation Functions and minimum requirements:**
    a) PBKDF2: Minimum iteration count of 10000 with a salt of at least 16 bytes.
    b) HKDF: Must be salted, and the info input value must be included.
    c) SCRYPT: Minimum number of rounds/cost factor of 10. Use of NIST SP800-108 KDF for Stream Encryption is prohibited.
5. **Password hash functions and minimum requirements:**
    a) Bcrypt (for local storage of authentication material): Minimum number of rounds/cost factor of at least 10.

17.10 External Email

Encryption requirement for individual emails containing Citi Information with a Citi Information classification of Confidential or higher, where the Supplier is not permitted to use Citi-approved end-to-end encryption software or tools per regulation and/or Supplier policy, may be fully met through transport encryption (e.g., gateway-to-gateway encryption via Transport Layer Security (TLS)). The approved secure E-mail protocols are:

1. **Identify-Based Encryption (IBE)** features encrypted email and must be used only within Citi customer facing solutions and secure e-mail and eDelivery systems only.
2. **Mandatory TLS (MTLS)** features Session encryption (does not encrypt e-mail payload) and is for use with Vendors, partners and clients who have pre-negotiated arrangements for its use.
3. **Domain Keys Identified Mail (DKIM)** features source authentication and key management and is for use with vendors, partners, and clients.

17.11 Private networks

Private networks that are independently regulated by a recognized authority and meeting Financial Services Industry standards for transacting business between licensed or accredited counterparties (e.g., SWIFT or a central bank) may be considered exempt from the Confidential PII in transit encryption requirement until those networks provide the necessary infrastructure to fully support encrypted transmissions.

17.12 Voice and Fax.

Information with a Citi classification of Confidential or higher sent over fax or discussed on voice calls (including Voice Over IP [VOIP]) may be sent unencrypted. When

[1] ECDHE is preferred.

required, Supplier must develop specific procedures and guidance to protect Confidential or higher information sent via these channels.

17.13 Key, Secrets and Certificate Management.

The term secure boundary used in this section refers to a Cryptographic Module Validation Program (CMVP), such as Federal Information Protection Standard (FIPS), validated boundary (FIPS 140-2/3 Level 2 is the minimum acceptable security level). (Confidential Compute Enclaves such as AWS Nitro Enclaves are acceptable, Other unique security boundary cases must be brought to the attention of Security Architecture council (SAC) for their advice and approval).

1. Supplier must deploy current industry standard cryptographic algorithms and minimum key lengths are for encryption and signing. Supplier must provide assurance via its Change Management Process when such algorithms and key lengths are updated to align with industry standards.
2. Citi Third Party must have a formal documented key, secret, and certificate management life cycle process with controls in place to protect sensitive material from unauthorized use or exposure. All secrets and key lifecycle events must only occur within a secure boundary. All access to privileged and secure boundaries must be well documented. The Supplier must provide a sequence diagram for all the key lifecycle events highlighting the actors, entities and boundaries involved.
3. Keys must have a unique purpose and must never be used for any other purpose, such as using the same encryption key for disk encryption as well as data encryption or the same encryption key for payload encryption as well as database encryption.
4. For all cryptographic keys (symmetric or asymmetric), the private key or private key material (such as seeds, or part of a private key) must not be displayed in clear text at any time. Private key or private key material (such as Initialization vectors, seed, or part of a private key) must never leave the secure boundary with the exception of ephemeral keys such as dynamic session keys. If the design requires the derivation of a private key or material to be transmitted between secure enclaves/privileged access boundaries, it must be transmitted in encrypted form only using a Symmetric Key Wrapping Key via mutual TLS encrypted tunnels only, and notice of such need must be approved by Citi in writing. The Symmetric Key Wrapping Key must never leave the privileged access secure boundary where it was generated in these cases.
5. Symmetric Key Wrapping Key must be split into two or more key components and be XORed before distributing and for manual key entry/loading. The Symmetric Key Wrapping Key must have adequate Access Controls Lists (ACLs) associated inside of the secure boundary such as CMVP validated modules and the Symmetric Key Wrapping Key must never leave the secure boundary.
6. Human or service or automated agent access to keystores or secure boundaries containing private keys or secrets or private key material (such as Initialization vectors, seed, or part of a private key) must be properly

segregated with controls limiting access to authorized personnel or systems only.

7. Every request to access the keystores containing private or symmetric keys must be logged and documented with details like who, when, and the purpose of the access for audit purposes.
8. Supplier must not use self-signed and wildcard certificates or default SSL certificates.
9. Keys must have a defined cryptoperiod time span as suggested in the NIST SP800-57 part 1, revision 5.: Change of key is not required to match the key expiration stated. Keys must be refreshed or rotated prior to expiration to accommodate periods of change, scheduling conflicts, and system freezes.
    a) While replacing an expired certificate, re-use of the old asymmetric key pair is prohibited.
10. Wireless networks must be encrypted with industry standard encryption algorithms.
11. Suppliers utilizing any form of cryptographic mechanism must use industry standard key management tools and techniques. The key management role be segregated from operational management.

17.14 Access Control Responsibility.

To protect all Controlled Information Systems used to store, access, manage, process, or transmit Citi Confidential or higher Information from unauthorized access, the supplier is responsible for enforcing the principle of least privilege, by limiting user entitlements to the minimum level of access required for each job function and by managing the provisioning of logical access to all systems and applications. Controls must be fully documented and auditable.

1. Supplier is responsible for the access rights of all users in its organization.
2. Supplier must implement access controls that ensure users are granted only those privileges and entitlements strictly necessary to perform their function.
3. Supplier must implement a process to ensure that all default access capabilities are removed, disabled, or protected to prevent their unauthorized use.

17.15 User Access Management.

The supplier must manage the provisioning of logical access to systems and applications that process, store and/or transmit Citi Confidential or higher information. This includes:

1. Identification and inventory of approved authentication systems.
2. A requirement that all access to Citi data requires approval from a manager or manager's designee and the system owner. Supplier is responsible for ensuring that any of its personnel with access to Citi data is granted such access on a need-to-know basis.
3. A requirement that any combination(s) of privileges/functions for an individual user may not be provisioned if it presents a conflict of interest or a violation of maker-checker rules.
4. A monitoring process to oversee and manage the access rights granted/revoked to each user on the system. Low risk suppliers are exempt from this requirement.

17.16 User Identification and Authentication.

All Supplier controlled Information Systems must authenticate the identity of users or systems accessing these platforms prior to initiating a session or transaction where Citi Information may be accessed.

1. Users must be uniquely identified or mapped to the technology platform by a User ID.
2. User must be authenticated to the technology platform using an approved authentication method - Supplier should contact its primary business contact (BAO) for current approved methods.
3. All use of shared authentication infrastructure (e.g., Single Sign-on, Reduced Sign-on and other shared authentication services) must be in accordance with Citi authentication requirements; Supplier should contact its primary BAO for current approved methods.
4. Identity Verification Data (IVD) that is used to authenticate a user to an Information System, must be encrypted in transmission and storage. See section 18.9 for encryption requirements.

17.17 Temporary Privileged Access.

The supplier must maintain an inventory of all privileged identities and identities which have access to Electronic repositories (datasets or databases supporting business applications) that contain information classified as Confidential PII, Restricted, Sox Critical, High Financial Risk, and applications identified as part of the KPMG Integrated audit. The supplier must implement controls which protect against the unauthorized use of these IDs. If a worker requires access to a privileged ID or to the electronic responsibilities mentioned before the access must be granted through a temporary access management process that:

1. Require the requester to be on a pre-approved authorized users list or have an approval at the time of use.
2. Requires documented justification in a change/problem ticket before access is granted.
3. Includes an independent review of the activity performed with the access.
4. Includes a process to revoke / remove the access after a pre-defined period of no more than 24 hours.
5. Allows production and post-implementation stabilization access - such as after a major upgrade or break / fix resolution, to be extended up to seven (7) calendar days.

17.18 Review of User Access Rights.

1. Supplier must implement a documented process to review, verify and delete unnecessary user entitlements to Controlled Information Systems used to store, process, manage, and / or transmit Citi Information at least semi-annually.
2. Users must not review or approve their own entitlements or the entitlements of an individual who delegated review responsibility to them.

3. Following a function change by a Supplier employee within Citi, the Supplier has 14 calendar days to perform an access and entitlement review, and remove access to Citi data if no longer required for the employee's new function.

17.19 Secure Log-on Procedures.

1. Locked-out user login IDs must be re-enabled through an industry standard reset service or another authorized function. A banner text, when supported by the operating system or application, must be displayed at all network entry points where a user initially signs on or is authenticated.

17.20 Password Management System.

1. User static passwords must never be displayed on the screen in clear text.
2. Interactive Privileged Functional ID passwords must not be hardcoded in clear text.
3. Passwords must contain a minimum of ten (10) characters, which must contain both letters and numbers, and be case sensitive.
4. PINs may be used as the sole method of authentication to access Information Systems only if the PINs are necessary to meet physical device constraints (e.g., keypad, telephone, smart card).
5. All static passwords must be changed every 90 calendar days at a minimum.
6. All static passwords must be locked out after no more than six (6) consecutive failed login attempts. Passwords must be unlocked through an ID administrator function or automatically unlocked after at least 30 minutes.
7. All authentication systems must enforce a login inactivity/non-use control that cannot exceed 100 calendar days. If technically feasible, disabled logins may be re-enabled by the user or another authorized function.
8. The authentication process must ensure that the same password is not used within at least the last six (6) changes.

17.21 Use of System Utilities.

Supplier must ensure that the use of utility programs that can override system and application controls (e.g., booting up from peripheral devices) are restricted and controlled.

17.22 Session Time – Out

1. Login and re-authentication must occur for all Users of a Controlled Information System used to store, process and / or transmit Citi Information.
2. Users must be required to re-authenticate after a period of inactivity not exceeding 30 minutes. Activity includes any input to the endpoint (mouse, keyboard, touch screen, etc.). Where enforcement is provided by the password protected screen saver, Application / Single Sign-on enforcement is not required.

17.23 Termination of User Access.

1. Upon termination or resignation, user access or entitlements that could allow access to Citi Confidential or higher data including user login to Desktop/Active Directory, Single Sign-on (SSO), email, One Time Password (OTP) tokens and remote access must be removed immediately.
2. If an employee has access to Citi owned and administered systems, Citi Business Relationship Manager, BAO, or BAO support must be notified immediately upon function change or termination of that employee to ensure that the Citi Business Manager initiates removal of access for terminated workers by the end of their termination date.
3. Supplier has a documented process in place to retrieve the access from all assets in line with the timeframes set out in section 18.23.2 when an employee or non-employee is terminated or resigns.
4. If any anomaly is discovered by the Supplier in regard to 18.23.1-18.23.3, supplier must inform Citi Business Relationship Manager, BAO, or BAO support immediately, with a sound rationale and controls provisioned.

17.24 Remote Access.

The supplier must have remote access controls in place to protect access to networks that can store, process, or transmit Citi Confidential or higher data that include:

1. Remote access to Information Systems used to store, process, manage, and / or transmit Citi Information must be protected from unauthorized use.
2. All Supplier-managed laptops and all supplier-managed desktop machines used to store, process and / or transmit Citi Information, using remote access where there is local storage / processing of information with a Citi Information classification of Confidential or higher, must be encrypted using an encryption tool that meets industry standards.
3. Remote connections must only be established through approved remote access solutions that employ multi-factor authentication (MFA).
4. Supplier-managed machines must have a personal firewall active when directly connected (i.e., not through a supplier-managed firewall or proxy) to the Internet.
5. Supplier-managed devices must be regularly connected to the supplier network to receive and install regular updates of software / antivirus tools as a requirement for full access to the network. Limited access may be allowed for the express purpose of updating the device.
6. If non-Supplier owned and managed devices are in use to access Citi Confidential or higher information, they must be configured to use an authorized solution that does not allow downloading to the local machine. The following controls must be in place:
    a) Citi Data is prevented from being downloaded to a device outside of a company-managed solution.
    b) The Supplier must ensure that such access is secured by either token-based or certificate-based authentication using standard remote access technologies (e.g.,Virtual Desktop Interface (VDI),).
    c) Remote access solutions, such as Terminal Services and VMware Horizon must be configured to disable clipboard sharing and Drive Mapping over Blast, PCoIP, and to disable RDP and SSH protocols

7. If soft tokens are used for MFA, such as a software application on a mobile device, the soft token authentication software must authenticate the user (e.g., by password, biometric, etc.) and prevent its use if the mobile phone is jailbroken or rooted (using an operating system other than those certified and supplied by the mobile device vendor).
8. All Supplier's Personnel including, but not limited to, permanent/temporary employees, contractors, and sub-contractors, requiring special, privileged, and/or administrative level access to systems, data repositories, applications and/or infrastructure, including, but not limited to, system administrators, database administrators, access control administrators, firewall administrators, web site administrators, etc., that are related directly or indirectly to Services provided for Citi must only be authenticated via multi-factor authentication, and such access will be independently logged and monitored by Supplier for suspicious activity and/or or unauthorized access in accordance with Citi's Requirements for Suppliers as hereinbefore noted.
9. For personally owned devices and devices owned by a Third Party the supplier must have an effective method or solution to ensure that such devices have an approved operating system version, patch levels, anti-virus, and anti-malware solutions, before such devices are allowed to log on to the network.
10. Supplier must ensure that all of its personnel will maintain:
    a) Will maintain a private, dedicated remote workspace that does not contain any voice assistance devices (e.g., Siri, Alexa), video recording devices, and/or any other photo, video, or audio listening/recording devices. No unauthorized personnel will be permitted to view any data, systems, applications that may appear on the remote computing systems' screen(s).
    b) Will lock the computing device when leaving the device unattended to ensure that unauthorized access to view the screen is adequately mitigated.

17.25 Clear Desk and Clear Screen Policy.

Supplier personnel are required to protect Citi Information in all forms, including physical information used or stored at their workspace. Suppliers are required to conduct regular reviews of clear desks and clear screens. Suppliers are required to communicate this requirement to all its staff at least annually through IS training.

17.26 Fire Safety.

1. Supplier must comply with applicable legal and regulatory requirements governing physical security and the establishment of a safe work environment, including local fire codes.
2. Supplier must utilize a fire detection, alarm, and suppression system(s). The system(s) must be inspected semi-annually and tested annually.

17.27 Physical Security.

1. Citi Information must be stored in secure areas with controls that restrict access to only authorized personnel.
2. The Supplier must have a documented and auditable physical access control system in place.

3. The Supplier must utilize a combination of security alarm / intrusion systems that include a security alarm monitored by a third party, security guards and video surveillance as appropriate for the environment and services provided.
4. The Supplier must have a documented visitor policy that includes the requirement for all visitors to provide verifiable identification upon arrival, sign-in and sign-out.

17.28 Operational Security Procedures and Responsibility.

1. The supplier change management process must include key checkpoint controls around change registration, review, test, approve, implement, and closure. The supplier must also have an emergency change process which requires all the stages listed about including a hierarchy of mandated approvals.
2. The supplier must have an auditable process around capacity management which includes (but is not limited to) availability, capacity and performance metrics/indicators; business impact assessment; proactive tracking, investigating and addressing performance and capacity issues.
3. Where applicable, Supplier must ensure that the Lab, Development, Test and Production environments are all physically and/or logically separated from one another.

17.29 Software Development Security.

1. Supplier must have documented and approved Software Development Lifecycle (SDLC) process.
2. Security Design Review must be included in SDLC with preventive and detective controls aligning with industry standards such as OWASP.
3. Secure coding practices must be enforced.

17.30 Controls Against Malware.

Supplier must ensure that the necessary precautions are taken to prevent and detect the introduction of any malicious code (e.g., viruses, worms, Trojan horse viruses, adware, spyware, ransomware, or other similar cyber-attacks in which data may be compromised) and must implement preventive, detective, and recovery controls to protect against such threats. Supplier must:

1. Implement, update, and maintain anti-virus and anti-spyware technology on all personal computers and technology on all Local Area Network (LAN) servers, mail servers, and other devices that store, process and / or transmit Citi data.
2. Have security settings in place to prevent end users from disabling the anti-virus/antimalware tools and scheduled scans.
3. Have centrally managed, automated procedures for configuring and updating antivirus and anti-malware software.
4. Ensure processes are implemented for identifying and addressing non-compliant computers where the anti-virus signatures or scan engines are outdated.
5. Control access to communication ports / interfaces that allow connection to external devices including but not limited to storage media.

17.31 Controls Against Mobile Code.

Suppliers must ensure that necessary precautions are taken to control the use of Mobile Code. When Mobile Code usage is authorized, the configuration must, at a minimum, meet all relevant industry standards and contractual obligations to Citi, ensure that the authorized Mobile Code operates according to a clearly defined and documented security policy, and prevent unauthorized Mobile Code from executing.

For Mobile Code that can affect the underlying operating system or platform (i.e., outside the "sandbox"), Supplier must ensure the following:

1. Mobile Code published by Supplier must be signed by a Citi-approved Certificate Authority and the lifecycle of the certificate must be managed by the Supplier to address expiration or rotation of the certificate.
2. Signed Mobile Code with expired certificates must be removed from production.

17.32 Audit Logging.

Supplier must ensure that all Controlled Information Systems used to access, store, process, manage and / or transmit Citi data maintain audit trails at an infrastructure or application level to log the following items:

1. Infrastructure security relevant actions for the associated platform.
2. All system alarms associated with a firewall or IDS / IPS generated security event.
3. All attempted violations of system security (e.g., failed User login attempts).
4. Unauthorized attempts to access resources (software, data, processes, etc.)
5. Administrator actions
6. Information related to the receipt of specific information from a user or another system
7. All significant events relating to financial transactions and Citi Information which specifically include the following items:
    a. Updates to financial transactions
    b. Updates to Confidential PII data
    c. Updates to Restricted data
    d. Updates to Authentication data
8. All sessions established
9. Session artifacts, such as unique device ID must be captured, when technically feasible, and logged for Citi-facing applications (i.e., websites and mobile applications) to support fraud investigations. These artifacts must at minimum contain IP addresses. These artifacts must be captured for Citi transactions and for Citi account opening activity. Information must be captured so the session artifact can be linked to the transaction or account opening.
10. Audit trails must enable specification of what individual performed what activity or changed what data.
11. Significant Information Security Administration (ISA) events must be logged specifically including the following items:
    a) User creation

b) Modification of user access rights
c) Deletion, creation, and modification of profiles on Controlled Information Systems
d) Password resets
e) Changes to system security configuration
f) All interactive activity of privileged Functional IDs
g) Security logs must contain at least the following information regardless of the system generating the log, unless such inclusion is not technically feasible:
    I. Date and time of event (UTC formatted time)
    II. User ID of person performing the action
    III. Type of event
    IV. Asset or resource name affected
    V. Type of access (delete, modify, etc.)
    VI. Success or failure of event
    VII. Source (terminal, port, location, IP, Host Name, etc.)

17.33 Protection of Log Information.

Supplier must ensure that access controls are present to preserve the integrity of audit trails during initiation, shutdown, while in storage, and transmission.

1. To prevent unauthorized modifications to the audit logs, supplier must ensure that logs cannot be overwritten or modified by the system users whose activity they track.
2. Supplier must define, maintain, and comply with a record retention procedure for log data that complies with the Citi Records Management Policy and all applicable legal and regulatory requirements.
3. The clocks of all relevant information-processing systems within an organization or security domain must be synchronized with an accurate time source.

17.34 Monitoring System Use.

The following events must be captured, logged, and reviewed directly or through an automated review process:

1. All system alarms associated with a firewall or Intrusion Detection Systems (IDS) / Intrusion Prevention System (IPS) generated security event.
2. All updates to critical resources as identified in the secure standard build.
3. All interactive activity performed by privileged or CDA functional IDs or temporary IDs.
4. Significant ISA Events listed in the Audit logging section above with the following exception**:**
    a) Removal of entitlements from user, role, or profile where Information Security Administration activity is executed by an automated workflow / fulfillment system that has end-to-end integrity controls.

17.35 Log Correlation and Review.

1. When a logged event triggers an alert, the event is reviewed, follow up actions and investigation must be pursued if there is an indication a potentially harmful information security incident may have occurred.
2. Supplier must ensure audit logs are aggregated to a central log management system like a Security Information and Event Management (SIEM) or log analytic tool for log correlation analysis and review. Low risk vendors are exempt from this requirement.
3. High-risk suppliers must periodically review and adjust the configuration of their SIEM or log analytic tool to improve the identification of actionable events.

17.36 Control of Operational Software.

Supplier must ensure that only operating systems and software that are currently supported by an industry-accepted commercial provider or that actively and appropriately release patches and configuration updates to address security issues are used.

Supplier must ensure that a documented process is implemented that specifies the time periods within which all approved security patches and configurations are applied.

Regardless of any separate maintenance agreement between Supplier and Citi, Supplier must ensure that software developed for Citi and governed under a license agreement does not require use of versions of non-supported software with known vulnerabilities, and that such software is updated and patched as required in a timely manner.

Open-source application software used to process Citi Information must be acquired from established suppliers and must be licensed, catalogued, and supported.

17.37 Vulnerability and Threat Management.

Supplier must implement a vulnerability and threat management process that comprehensively addresses and/or includes all the following:

1. Tools and procedures for the discovery and management of vulnerabilities in all assets that can be used to process, store, access or transmit Citi Confidential or more sensitive data.
2. A requirement that scans are conducted at least monthly using a tool that discovers instances of currently known vulnerabilities.
3. Ranking of vulnerabilities in accordance with the most current version of the "Common Vulnerability Scoring System (CVSS)" (see https://www.first.org/cvss), with remediation timelines based on the severity.
4. A requirement for testing vulnerability remediations prior to full production deployment
5. A documented and repeatable operational process for accelerating the remediation of critical Vulnerabilities.
6. The supplier must track assets that are approaching or have reached a status of End of Life (EOL) or End of Vendor Support (EOVS) and have processes in place to upgrade or replace such assets.

7. Any critical vulnerabilities identified through intelligence gathering, vulnerability scans, or penetration testing must be prioritized and remediated within a well-defined timeframe commensurate with the vulnerability risk.

17.38 Third Party Hosted Applications.

If the Supplier maintains or stores Citi Confidential or more sensitive data on a website or Internet accessible system, or a website that is Citi branded, then, to protect against a Vulnerability or threat that involves products or services affecting Citi (each a "vulnerability"), the Supplier must comply with the following Requirements:

1. Appoint one Supplier employee, knowledgeable about information security matters, to respond to Citi's inquiries regarding information security.
2. Use industry-recognized best practices to monitor, on a no less than weekly basis, reputable sources of computer security vulnerability information, such as FIRST, CERT/CC, CISA Known Exploited Vulnerabilities Catalog, and vendor mailing lists, and take appropriate measures to obtain, thoroughly test, apply, and provide to Citi relevant service packs, patches, upgrades, and workarounds.
3. Test, on no less than a quarterly basis, the implementation of its information security measures using network, system, and application vulnerability scanning tools and/or penetration testing.
4. Permit Citi to perform at reasonable times, vulnerability assessments, ethical hacks, or other security assessments, to verify Supplier compliance with its obligations under any Contract and these Requirements, including but not limited to, review of policies, processes, and procedures, on-site assessments of physical security arrangements, network, system, and application vulnerability scanning, and penetration testing using commercially available tools and/or industry standard practices to perform these inspections.
5. Any contractor who will provide the Supplier with vulnerability assessment services must be from the Citi approved list of vulnerability assessment providers. Where Supplier utilizes contractors or subcontractors to provide the Services, Supplier must, at its own expense, ensure that any vulnerability assessments required are completed in the same timely manner as if Supplier were providing those Services directly and shall ensure that the requirement for any contractor or subcontractor to facilitate any such assessments must be memorialized in the agreement between Supplier and contractor/subcontractor pertaining to the Service, including language authorizing Citi to perform such assessments.
6. **Notification.**
    a) Where Supplier identifies a vulnerability that involves a product or service affecting Citi, Supplier must notify Citi in writing within 48 hours of identification and include a description of remedial actions being taken by Supplier.
    b) Where Supplier becomes aware of a vulnerability that involves a product or service affecting Citi following responsible public disclosure of process channels (publication of Vulnerability in National

Vulnerability Database (NVD) or via threat catalogue provided to external security vendors), Supplier will notify Citi in writing within 48 hours of such publication. Each notification will include information about the vulnerability, whether the vulnerability impacts a system used to store Citi data or otherwise provides services to Citi, whether if it can be exploited remotely; and the Common Vulnerabilities and Exposures (CVE) score. Supplier will continue to provide updates to Citi until the vulnerability is remediated. In cases where Citi identifies a vulnerability, Citi may provide notice to Supplier of the same, and Supplier shall promptly remediate the vulnerability in accordance with this Section.

7. **Remediation.** For each Vulnerability provided under this section, the notifying party will assess the risk level and impact of such vulnerability based on severity and risk to Citi and assign a risk priority level based on the Common Vulnerability Scoring System (CVSS) as set forth in Appendix A thereto (see https://www.first.org/cvss). Once a risk level is assigned and agreed, Supplier will remediate any identified medium, high, or critical vulnerability. Where possible, the fix to any such vulnerability will be made available in a security package against the currently deployed release.

   If Supplier is unable or unwilling to remediate the Vulnerability to Citi's satisfaction within the designated timeframe, then Citi may terminate the applicable license without any further liability or financial obligation (for the portion terminated) and Supplier shall promptly refund to Citi the pro-rated portion of the license fees paid.

17.39 Communication Security Network Controls

1. Supplier networks used to access, store, manage, process and / or transmit Citi Information must be protected from threats and security must be maintained for the Information Systems using enforcement points in the network.
   a. Information with a Citi Information Classification of Confidential or higher must not be persistently stored on a system in an Internet-facing Demilitarized Zone (DMZ).
   b. Networks used to access, store, manage, process and / or transmit Citi Information using Wireless Local Area Networks (WLANs) or other wireless device solutions that include reasonable controls to prohibit unauthorized access (PEAP-TLS, EAP-TTLS, etc.) may be connected to networks that contain Citi Information.
   c. All external IP connections to the Supplier global network are protected by a Supplier-managed firewall.
   d. A real-time Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) is in place that monitors and protects Internet connections to Supplier’s network where Citi Information is accessed, managed, stored, processed, or transmitted.
2. For all Citi-branded Internet applications, the Supplier must ensure that:

a) Services hosted at Supplier sites must be protected by Citi approved anti-DDoS (Distributed Denial of Service) services or comparable controls validated by Citi.
b) External firewalls must be configured with a deny-by-default rule. Firewall rules must be configured based on the least privilege principle and all connection attempts that are denied by the firewall (e.g., drop packets) shall be logged/recorded.
c) Deny network communications traffic is the default and allow network communications traffic is by exception at managed interfaces. The exceptions must be very limited to specific sources, destinations, and services.

17.40 Segregation in Networks.

Supplier must ensure that all Information Systems and applications used to access, store, process, manage and / or transmit Citi Information and are accessible via the Internet, are only accessed via the Supplier's demilitarized zone (DMZ).

During an emergency event, Supplier must be able to filter access between portions of the network to reduce the impact from network Security Events (e.g., port filtering during a virus outbreak).

Remote Access and Host Security must implement group-based access controls (e.g., staff, sub-contractors) to limit access to network resources in the Supplier network. At the host level, access control may be done at the group or individual level.

17.41 Equipment Identification in Networks.

Technology platforms must identify and authenticate peer technology platforms commensurate with the IS Risk Levels of the interaction and other mitigating controls.

1. Only Supplier devices (i.e., hardware, including, but not limited to, desktops, laptops) that comply with these requirements and that are authorized by the Supplier may access the Supplier Network where Citi Information is stored, processed, or transmitted.
2. Only Supplier devices (i.e., hardware, including, but not limited to, desktops, laptops, removable data storage media) that comply with these requirements and that are authorized by Citi may access the Citi network.

17.42 Security Requirements Analysis and Specification.

Supplier must incorporate information security procedures in its processes and procedures for the selection, development, and implementation of applications, products, and services.

17.43 Online Transactions.

1. Where applicable, Supplier must have Information Systems that use dynamic passwords or digital certificates to validate credentials.
2. All end-entity certificates must be replaced at least once every 13 months.
3. Supplier applications that store, process, manage or access Citi information,

host Citi-branded Internet facing applications, or have connectivity to Citi's network resources must:

a) Possess an authentication method based on the types of data / functions accessed;
b) Perform a Multifactor Authentication (MFA) compliance assessment and implement recommendations if required;
c) Perform a Suspicious Activity Monitoring (SAM) onboarding assessment and implement recommendations if required;
d) In all these cases, Supplier should contact its primary business contact for Citi's current requirements.

17.44 Change Control Procedures

1. Supplier must ensure that configuration changes to firewalls, Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) are routed through the Supplier's Change Management Process.
2. Access granted to production through temporary IDs must be logged and monitored for tracking changes made to the environment.
3. For Controlled Information Systems containing Customer Information with a Citi classification of Confidential or higher or an IS Risk component value for "Integrity", or "Availability" of "High", logs captured according to Section 18.35 (Audit logging) must be reviewed by the Supplier on a sampled basis. The reviews may be based on an appropriate risk-based sampling methodology.
4. The review must validate changes that are part of the temporary privileged access were made as intended.
5. The supplier must document all changes, including storing evidence of the review process.

17.45 Information Leakage

Supplier must have a documented Secure Coding Standard in place that prevents information leakage, including:

1. Detailed system information (e.g., server type and technology).
2. Stack traces and exception errors that reveal directory tree structure and the underlying database type.

17.46 Test Data.

Confidential or higher risk information as defined by Citi must not be used or stored by Supplier in software application(s) development or testing environments or Labs unless that information is de-identified, masked, and/or obfuscated using tools and methods that meet industry standards, so that such data is no longer sensitive, or Supplier must implement live production controls within the development or testing environments.

17.47 System Acceptance.

Supplier must have documented Project Scope Management and System Acceptance processes in place that meet relevant industry standards.

17.48 Reporting Information Security Weakness.

Supplier must have a Process to ensure that Application and Infrastructure Vulnerabilities that result in a compromise of Citi Information Assets are **reported to Citi immediately.**

17.49 Security Incident Responsibilities and Procedures.

1. Supplier must ensure an effective approach is applied to the management of IS incidents impacting Citi Information. Supplier must maintain processes to respond to IS Incidents and notify Citi within an agreed upon period of time of any incident with a likelihood of high Severity rating that may involve a significant risk to Citi customers or the franchise (including where the incident involves a significant number of customers; a large dollar amount; is likely to be the subject of press coverage; or is likely to result in the non-routine notification of a regulator) must be reported within 2 hours and all other security incident must be reported within one business day of a detection of a IS Threat on a 24-hour by 7-day per week basis.
2. Suppliers are required to report any Security Incident that compromises or endangers the confidentiality, integrity, or availability of Confidential or higher Citi owned or managed data, or data for which Citi has a custodial obligation, or the information systems housing said data; regardless of how, by whom (Citi personnel or a Citi vendor or partner), or where (on or off Citi property) the security incident occurred. This includes, but is not limited to, the alteration, destruction, disclosure, loss, theft, or misuse of said data or systems, devices, or physical or electronic media containing this data. This could also include public facing assets of any data classification, as well as any Personally Identifiable Information (PII) / (Personal Data) data breach likely to result in a high risk to the rights and freedoms of natural persons, where such rights and freedoms are defined by local laws or regulations.

17.50 Data Leakage Protection (DLP).

1. Supplier must implement data leakage prevention (DLP) controls, including content and endpoint monitoring that covers all staff with access to Citi Confidential or higher data.
2. The supplier must have controls in place to detect and prevent instances of Citi Confidential or higher data being moved off its network via the following channels:
    a) Unencrypted emails
    b) Encrypted email attachments
    c) Printing of Citi data
    d) Transfers of Citi data to locations outside of their network (for example via FTP)
    e) Attempts to copy Citi Confidential or higher data to removable media such as USB drives, removable hard drives, CD/DVD drives, and other removable devices with data storage capabilities. This privilege should be prevented by default
    f) The DLP solution must log and alert the supplier of all events that represent attempts (whether successful or blocked) to move, transport,

or copy Citi Confidential or higher data from their network to other destinations. This privilege should be prevented by default

g) Uploading Citi data to external web sites, including SaaS/file sharing sites. This privilege should be prevented by default.

17.51 Web Browsing.

1. Supplier must have web-access controls in place to prevent the sharing of Citi Confidential or higher information and exposure to malware or attack for those employees with access to Citi data.
2. For suppliers who have access to Citi Confidential or higher data:
   a) All URL requests must be logged.
   b) Attempts to access sites that can be used for unauthorized sharing of Citi data (i.e., webmail, chat, social media, online storage, etc.) must be blocked.
   c) Access to sites that can expose the environment to malware or attack must be blocked.
   d) Attempts to access sites that are deemed non-business related must be blocked.
   e) The supplier must subscribe to a URL categorization service that is regularly updated; all URLs not categorized are blocked by default or all URLs are blocked by default and URLs are approved on a case-by-case basis. Low-risk suppliers are exempt from this requirement.
   f) Web Browsers that are in use by the supplier are fully supported and up to date with the latest security updates by the software vendor.

17.52 Electronic Messaging.

Instant messaging, peer-to-peer networks or other Internet collaborative tools may not be used to transmit or store Citi Information outside the Supplier network or from networks that contain Citi Information unless appropriate encryption is in place for all Citi data per Section 18.9 (Policy on the use of cryptographic controls).

17.53 Email.

The supplier must have e-mail controls in place to prevent the sharing of Citi Information and exposure to malware or attack. This includes:

1. Incoming file attachments entering the e-mail gateway are scanned and blocked if they pose a risk to the system.
2. E-mail filtering (Anti-Spam, Anti-Phishing) software is in use and is current.
3. Any Citi Confidential or higher data must be encrypted when sent outside of the organization.
4. E-mail Clients that are in use by the supplier are fully supported and current with the latest security updates provided by the software vendor.

17.54 Removable Media.

1. Supplier must protect Citi Information regardless of the media upon which it is maintained. This standard applies, but is not limited to, the following types of media upon which information is contained: card, cassette, compact disk (CD), check stock, diskette or other removable storage device, hard copy output,

magnetic disk, magnetic tape, microfilm, microfiche, optical disk, or paper document.

2. The default setting for access to portable media / storage devices for the systems where Citi Information is stored must be no access. If exceptions are granted and thus read-write access is permitted, the data must be encrypted on the portable media device.
3. If the use of removable media is allowed, such usage must have a management approval process, including the business rationale requiring the use of removable media. Removable media must be inventoried by management. Removable media that contains Citi Confidential or higher data must be automatically encrypted with no action required by the user.

17.55 Media Disposal.

1. When Citi Information with a Citi classification of Confidential or higher is eligible for disposal in accordance with instructions provided by Citi (i.e., at the point at which the information is no longer required by or useful to Citi, plus any additional period of retention required by law, regulation and / or Citi policies), the Supplier must destroy such Information in a manner that renders it unusable and unrecoverable.
2. An approved tool that randomly overwrites the drive sectors with specific, different characters must be used to securely erase mountable media based on the following rules:

    a. For media that stored information classified as Confidential or higher the tool must complete three passes of the media.
    b. Degauss the media (if applicable).

3. Destroy the media physically to make it unreadable (i.e., shredding, crushing the drives).
4. Paper and other non-electronic storage media containing Confidential or higher Information must be securely collected and stored in a secure “Confidential Bin” before final disposal. Confidential Bins must always be locked and can only be opened by authorized personnel.
    a) Copiers, Printers, Fax Machines, and any other device that has memory/storage that may contain Citi Confidential or higher information must be sanitized as well.

17.56 Information Security Management and Training.

1. The supplier must ensure all employees, including contractors and temporary staff receive appropriate awareness education and training on organizational policies and procedures as relevant to their job function.
2. Supplier must ensure that the training and awareness program is reviewed and updated annually.
3. At a minimum, the following topics must be included:
    a) Acceptable use of assets
    b) Information labeling and handling
    c) Secure Transmission (secure email, secure SharePoint storage, not sending Citi-owned data to personal email)

d) Information security incident reporting
e) Secure workplace (appropriate internet usage, unauthorized software, not downloading non-Citi approved software)
f) Password Management (strong passwords, password-sharing prohibition)
g) Malware Controls
h) Social Engineering (phishing, spear fishing, vishing, SMiShing)
i) Remote Working (Secure/Safe Connection, Personal Device Security)

4. Supplier employees must be assigned the training upon receiving access to systems hosting Citi data and complete the training within 30 days of assignment.
5. Training should include a measure of its effectiveness (i.e. a quiz upon completion with a threshold for pass/fail).

17.57 Cyber Risk Management Program.

Supplier must also, at a minimum, maintain an appropriate cyber risk management program that includes the following:

1. Maintain a well-defined, documented Information Security Risk Management program, and/or an operational risk management program that has a clearly defined cyber/information risk management component, that defines the Supplier's cyber risk appetite and ensures that its cyber-residual risk aligns with that appetite.
2. Maintain a robust security risk management governance program that includes, but is not limited to, the collection of and/or the performance of security audits and reviews that assess the overall state of security within the organization and report at least annually to its executive leadership for review and assurance that the supplier's cyber risk appetite has not be breached.
3. Maintain compliance with the PCI Data Security Standards (PCI-DSS) applicable to Supplier where Supplier is processing, storing, and/or transmitting credit/debit card transactions, payments, and/or information.
4. Maintain a crisis management plan and playbook and a Security incident Response Team (SIRT) plan consistent with industry standards to ensure Supplier has sufficient and adequate capability to detect, contain, investigate, respond, and recover from any attempted, suspected, and/or actual cyber security incident including, but not limited to ransomware, unauthorized access, unauthorized data exfiltration, application source code theft, etc.
5. Maintain an appropriate cyber/information security and privacy awareness and education program that includes, but is not limited to, preventing phishing and other social engineering attacks, appropriately handling of confidential and/or privacy regulated information, and security incident reporting and response management.

17.58 Application, API, Code, System, and Infrastructure Security.

Where Supplier is hosting, developing, co-developing, providing development environments, and/or supplying a software application(s), Supplier shall perform code reviews of said software and/or patches to the software for security flaws, prevention of unauthorized access, modification, and/or insertion of malware or other forms of malicious code, and vulnerability testing to ensure that the application (including APIs),

along with underlying system services, operating system, and that networks are free of known vulnerabilities and defects that could result in a security incident, privacy breach, fraud, unauthorized access and/or disclosure of Confidential Information, loss of integrity of the information being processed, stored or transmitted by the application(s), and/or loss of availability that could affect the quality of products and/or services that supplier provides Citi.

17.59 Mobile Security

Where supplier is providing mobile app solution, the Supplier must comply with the following requirements:

1. The Supplier must be able to provide a list of the integrated third-party components including, but not limited to, free and open-source software libraries that are bundled/leveraged by the mobile solution.
2. The mobile application must not support operating systems and/or versions that have passed their support lifecycles - i.e., reached end-of-life (EOL), or the supported operating systems / versions shall be configurable by Citi.
3. The mobile solution should not support mobile platforms / devices that are not equipped with regular instruction sets to support cryptographic algorithms including, but not limited to, encryption as specified in section 18.9 (Encryption Requirements) of this document.
4. The mobile app must adhere to requirements and best practices that enable mobile applications to be published via public app stores, such as the Apple App Store or Google Play.
5. The mobile application signing key type and length must adhere to section 17.9 - Encryption Requirements**.** of this document.
6. Each application signing key and associated X.509v3 certificate must be managed individually and dedicated to a single Application ID / Bundle ID. Signing key(s) must not be shared among applications.
7. Android mobile applications must leverage APK signature scheme v2+. APK Signature scheme version 1 (aka JAR signing) must not be used.
8. Should a mobile application require retention of data on the mobile device, it must retain only the most recent data on the device that is necessary for the purpose(s) of the app/service, or as long as is required pursuant to legal/or regulatory requirements.
    a. The collection, processing, and/or storage of user data must be compliant with local laws including, but not limited to, privacy regulations, such as General Data Protection Regulation (GDPR) and 2002/58/EC (ePrivacy) Directive or their regional equivalents.
    b. Integrated third-party components (e.g., libraries) must not collect, process, and/or store user data.
9. Mobile applications must not make any application data world accessible.
    a. If sharing of data with other applications is required, the applications must leverage commercially reasonable techniques, methods, and controls for the respective operating systems to share only the

necessary amount of data with the minimal number of other applications where such data sharing is properly justified.

10. Mobile applications must rely solely on secure communication facilities provided by the respective mobile operating systems. E.g.,
    a. Android applications must explicitly declare unsecure network traffic is not permitted towards any network domain in its application manifest and/or network configuration file.
    b. iOS/iPadOS applications must leverage Application Transport Security (ATS) without any exception.
11. Cryptographic materials should be bound to a hardware-backed secure keystore.
12. Mobile applications must be built in release mode and must not contain:
    a. Any feature or method that may bypass security controls,
    b. Debug information, such as source code file names, variable names, symbol names, etc. that has the potential to facilitate reverse engineering.
13. Mobile application packages must be equipped with the capability that allows verification of the authenticity and integrity of its content (e.g., using cryptographic checksum and/or digital signature).
14. If the mobile application requires user authentication, the application and/or device integrity checks should be completed before the user authentication starts.
15. Mobile applications must leverage only strong biometric modalities (e.g., meet or surpass the Class 3 / Strong category as defined in the corresponding Android Compatibility Definition Document).
16. Mobile applications must implement comprehensive anti-debugging or anti-reverse-engineering / obfuscation techniques to hinder reverse engineering attacks.
17. Mobile applications must be equipped with effective anti-hooking or anti-tampering mechanisms to prevent injection of malicious code that could alter or monitor the behavior of the application at runtime.
18. Mobile applications must be able to detect compromised devices that include, but are not limited to, ‘jailbroken’ or ‘rooted’ mobile devices and react in line with the business’s risk assessment and regulatory requirements.
19. Mobile applications must implement countermeasure(s) to protect against Man-in-the-middle (MitM) attacks.
20. Mobile applications must implement strong device binding to prevent the software token (e.g., proof-of-possession) from being cloned.
21. Mobile applications must use secure keyboard applications / solutions (e.g., those that are built-in / pre-installed by the mobile operating systems).
22. Push notifications must not contain any sensitive information (e.g., Citi information classified as Confidential or higher). However, one time password (OTP) may be distributed via push notification.

23. Mobile application solutions must be equipped with a capability to reject/ignore communication attempts with mobile clients who use application version(s) with known / exploitable vulnerabilities.
24. Mobile applications must adhere to industry best practices including, but not limited to prevention techniques published in the OWASP Mobile Top 10.
25. The mobile application must leverage the minimal device permission(s) that is/are required to perform the purpose(s)/function(s) that are leveraged by Citi.
26. Mobile applications shall not store any non-public information on external/removable storage, such as SD cards.
27. Mobile applications that harness artificial intelligence and machine learning (AI/ML) techniques must do so ethically and in accordance with Section 19 - **Error! Reference source not found.**.

17.60 Open Source Code.

Supplier shall disclose any and all open source software contained in any Products or Services provided to Citi. Supplier will not, via an update, upgrade or otherwise incorporate any open source software into any version of the Products or Services to be installed on Citi's Systems without prior disclosure to Citi in each instance. In addition, Supplier shall ensure that its Products or Services do not include open source software which is licensed under any terms otherwise subjecting Citi or its Affiliates to any obligations not expressly disclosed and accepted by Citi in an Agreement. Supplier shall disclose to Citi any malicious open source software detected within Supplier's organization within 30 days of discovery. Specifically, Supplier shall disclose its use of open source software on each release and version of the Products or Services via the provision to Citi of a Software Bill of Materials ("SBOM") in either the OWASP CycloneDX file format or the ISO/IEC 5962:2021 Software Package Data Exchange (SPDX) specification file format. Supplier disclosure must include where the open source software originated (e.g. public binary package manager, built from source code, curated open source provider), and whether the Supplier or any of its software supply chain dependencies has taken a copy of the open source software (known as a "fork") and subsequently built it into its Product or Services either as a package dependency or as source code integrated into Supplier's source code from which the Products and Services are compiled.

18 SECURE WORKPLACE GUIDELINES

Applicable to Suppliers that access/process/manage/store Citi Information AND/OR Host Citi branded internet-facing applications AND/OR have connectivity to Citi's network resources AND/OR require unescorted access to Citi facilities.

Suppliers must safeguard the tangible and intangible assets of Citi and its Clients. Citi and Client assets may be used only for approved purposes and in approved manners (e.g., in accordance with applicable licenses, terms and conditions) and then only with respect to the business purposes of Citi and Citi's Suppliers. Assets include cash, securities, physical property, services, business plans, Citi Information, supplier information, distributor information, intellectual property (computer programs, models and

other items) and all other personal, proprietary and Confidential Information. Misappropriation or unauthorized disclosure of Citi assets is a breach of your duty to Citi and may constitute an act of fraud against Citi. Similarly, carelessness, waste or unauthorized use in regard to Citi assets is also a breach of your duty to Citi.

Item	Requirements
Citi Information (electronic and hard copy documentation)	Lock up and secure Citi Information after normal work hours and anytime Supplier is away from designated workspace.
Desktop Personal Computers (PCs) and Laptops	PCs and laptops used to access or view any Citi Information must be secured by screen saver passwords after a period of inactivity. Whenever a Supplier steps away from designated workspace they must lock the PC and / or laptop with CTRL + ALT + DEL and select "Lock Computer". If a Supplier is using a laptop to view Citi Information, Supplier must ensure that such laptop is secured via cable or security locks to the base unit during work hours and locked securely away after normal work hours.
Lock It Up	File cabinets and drawers that store Citi Information must be locked after normal work hours.
Open Office Areas	Open office areas must not be used as file server / mini data centers to store Citi Information unless specifically designed for such use and documented with Citi.
Printers, Photocopiers and Fax trays	All Citi related material must be cleared from printers, photocopiers and fax trays.
Disposal	Dispose of Citi Information that is no longer required (follow specific retention schedules). Documents must be shredded or placed in a secure / locked recycle bin. Magnetic media must be disposed of securely after proper erase procedures have been followed.

19 ARTIFICIAL INTELLIGENCE/MACHINE LEARNING

Applicable to Suppliers that utilize Artificial Intelligence/ Machine Learning (AI/ML), as defined by Citi in these Requirements for Suppliers, in any part of the product/ service that they are providing.

Supplier shall deliver written notification to Citi that expressly identifies AI/ML, as defined by Citi in the Appendix hereto, where such AI/ML is:

1. Used, contained, or otherwise incorporated in any product or service for which they are under Contract to directly or indirectly provide to Citi, or in any part thereof, including any third-party product or service contained or embedded therein; or
2. Utilized in any manner in Supplier's performance of any Contract, whether or not such AI/ML is used, contained, or otherwise incorporated in the actual product or service being delivered to Citi; or
3. Utilized by Supplier in any manner which may expose Citi Information to such AI/ML, including, but not limited to, any AI/ML utilized by Supplier in its non-commercial business operations (e.g., business record keeping, process improvements, research and development, compliance, and internal audit).

19.1 Supplier shall ensure that any agreement governing its relationship with a subcontractor (or that subcontractor's own agreement with another relevant party) engaged to perform, or assist with, Supplier's obligations under any Contract, or any agreement between Supplier and a third party governing such third party's provision of services in support of any Supplier non-commercial business operation referred to above, contains provisions that are, at a minimum, as comprehensive and strict as those contained in this Section 19, and Supplier shall exercise its rights under such provisions for Citi's benefit at Citi's request. Additionally, throughout the life of the Contract, any utilization of AI/ML as described in this Section 19 at any stage must be promptly notified to Citi in writing, and Supplier shall promptly comply with any Citi request for further supporting information relating to such AI/ML and its utilization, and may be subject to additional review, changes, and oversight of such AI/ML, where appropriate.

19.2 If requested by a regulator, as part of any regulatory inspection or forensic investigation into the use of AI/ML in any part of the product/ service, the Supplier must assist Citi in responding to the regulator's request, including conducting and/or facilitating the conduct of algorithm audits necessary to discover the actual operations of algorithms comprised the AI/ML models.

19.3 The following principles must also be adhered to:

1. Legality. Supplier AI/ML systems is expected to be designed to adhere and comply with applicable law and to international treaties that are most protective to Citi's customers, users, and employees.
2. Purpose and Proportionality. Our AI/ML systems will be designed for the fulfillment of the intended purposes of the services provided to Citi, and will solely operate proportionally to the extent necessary, adequate, and relevant in relation to the aforementioned purposes.

APPENDIX - DEFINITIONS

Air – Gap is a security measure in which a computer, system, or network is physically separated from other computers, systems, or networks. An air-gapped data backup architecture limits exposure to a cyber-attack and allows for restoration of data to a point in time before the attack began.

Applicable Law includes: (a) state foreclosure laws and regulations and (b) the rules, guidelines and other releases issued by various United States Federal Agencies, including the Office of the Comptroller of the Currency (sometimes referred to as Red Flag Guidelines and Regulations) implementing section 114 of the Fair and Accurate Credit Transactions Act of 2003

Availability Zone is where the Cloud Service Provider has a group of logical data centers. An Availability Zone is one or more discrete data center(s) with redundant power, networking, and telecommunications in a Cloud Region.

Artificial Intelligence (AI) refers to a quantitative method, system or approach ('techniques') that emulates human intelligence via computer programs to make estimates, predictions, recommendations or decisions in manners that go beyond classical statistical, mathematical, econometric or financial approaches. **AI Categories include:**

- **Static AI:** AI techniques manually trained offline or whose parameters are explicitly programmed and then used to make estimates, predictions, recommendations, or decisions.
- **Dynamic AI:** Techniques that, unlike "Static AI", can automatically retrain parameters periodically, in production
- **Auto AI:** "Dynamic AI" techniques that additionally are capable of automatically changing their basic structure (e.g., hyperparameters, input variables)
- **Cognitive AI:** Techniques that can autonomously make decisions and take actions accordingly, even on matters for which they were not specifically trained

Machine Learning (ML) is the subset of AI that derives representations or inferences from data without explicitly programming every parameter representation or computer step, for example Random Forests, Neural Network-based approaches. In contrast, AI techniques that are not members of the ML subset include techniques such as fuzzy logic, complex dependency parsing techniques for natural language processing.

Business Activity Owner (BAO) is a Citi employees' responsible for performing and actively managing certain activities associated with Supplier relationships.

Business Gift is any item of value (other than Business Entertainment) given or received by a Citi employee in connection with Citi's business or the business of the external party, generally excluding items valued at USD $25 or less.

Citi Information is information which Citi owns or is obligated to protect during storage, processing, transmission, or disposal in both digital and non-digital formats.

Citi Information Classifications Include:

Confidential is Information about Citi businesses and/or related parties that does not reference individuals and requires a high level of protection. Compromise of the confidentiality, integrity, or availability of this information could have a serious impact on Citi's operations, financial status, franchise, or corporate clients.

Confidential Personal Identifiable Information is Personal information about an individual that has the potential to facilitate unlawful activity such as identity theft, credit fraud, or other financial

fraud against said individual. Compromise of the confidentiality, integrity, or availability of this information could have a significant impact on the individual(s), including, but not limited to, financial loss or, fraud.

- Personal data elements that, when combined with other personal data, constitute Confidential PII include individual name or contact information (address, telephone, or email address) in combination with:
  - Transaction data elements that may result in funds movements, or can be used to commit identity theft or fraud, such as:
  - Credit/Debit card number.
  - Card Verification Value (CVV) or PIN
  - Credit report data (credit score)
  - Full date of birth
  - Worker performance (appraisal/feedback), or compensation information
  - Video recordings including CCTV and ATM records
- Certain personal data elements in isolation should constitute Confidential PII:
  - U.S. Social Security number, Government issued identification number (that is equivalent in usage and/or legal protection status to the U.S. Social Security number), passport number, driver's license number, or an individual's tax ID number

Internal is Information not about an individual, intended for business purpose and requires a moderate level of protection. Compromise of the confidentiality, integrity, or availability of this information could have a **limited impact** on a team or workgroup.

- **Personal Identifiable Information (PII)** Personal Information is any information that:
  - Identifies or can be used to identify an individual or household (such as name, signature, address, unique national identifier such as social security number resident registration number, date of birth, driver's license number).
  - Relates to, describes, is capable of being associated with, or could reasonably be linked (directly or indirectly) with an individual or household;
  - Can be used to authenticate an individual or provide access to an account (such
  - As username, email address, password, PIN, identification number, answers security questions); or relates to an individual and that might be sensitive (such as personal medical or health information, account number, account value).
  - Personal Information also includes Protected Health Information (as defined by the U.S. Health Insurance Portability and Accountability Act), Sensitive Personal Information and Credit Information (as defined in various data protection/privacy and bank confidentiality laws).

Public is information that is freely available outside of Citi or is intended for public use, like Citi press releases or articles that appear in the news about Citi.

Restricted is Information limited in use by specific people or groups that is most sensitive for Citi or its affiliates and requires the highest level of protection. Compromise of the confidentiality, integrity, or availability of this information could have a **severe (firm-wide, multiple regions, multiple sector) impact** on Citi's operations, financial status, franchise, or corporate clients.

- **Sensitive PII** Personal information that is called out by specific laws as needing additional protection, that could potentially be used to unlawfully discriminate against, or otherwise cause unfairness or harm to an individual. Compromise of the confidentiality, integrity, or

availability of this information could have a significant impact on the individual (including, but not limited to financial loss, fraud or discriminatory impact.

- Data specifically relating to: race, religion, religious or philosophical beliefs, ethnicity, political affiliation or opinions, union membership, criminal background information or criminal offenses, genetic data, biometric data, or data regarding an individual's sexual orientation or activity.
- Personal Health information (PHI) which includes information regarding the individual's medical history or mental or physical condition.

Client shall mean any client or customer of Citi and may include individuals (i.e., natural persons) as well as businesses, institutions, organizations, and legal entities.

Cloud Region is a physical location where the Cloud Service Provider clusters data center(s).

Communications Equipment, Systems and Services are any hardware, software or applications used in the transmission of written, voice, or video electronic communications. eComm Channels include but are not limited to: computers, laptops, tablets, mobile devices or mobile phones, including "Bring Your Own Device" (BYOD), BlackBerry, telephone, facsimile (fax services), intranet and internet access, Wi-Fi Services, e-mail services, instant messaging services such as Microsoft Lync, Skype, and Bloomberg messages, websites and applications with embedded communications features, video meeting or collaboration platforms such as Zoom or Microsoft Teams, and social media services, interactive information sharing services, third party chat rooms, electronic bulletin boards and blogs.

Content means Citi's Confidential Information and any other data, reports, statistics or information of any kind (a) furnished or made available directly or indirectly to Supplier by or on behalf of Citi or its Affiliates or by or on behalf of its or their clients, customers or service providers, (b) created, produced via the Services, or (c) derived from any of the foregoing.

Contract is a written legal document signed by two or more parties that includes an offer, acceptance, consideration, obligations of the parties and legality of purpose. Examples of Contracts may include Master Agreements for products and services, statements of work / work orders, amendments and addenda, schedules, orders or any other written document signed by a Citi entity and a Supplier. A Non-Disclosure Agreement (NDA) is also considered a Contract for the purposes of these Standards

Denial of Access (DOA) Test validates the staffing and support for Citi business processes that can be recovered within the defined RTO.

Denial of Service (DOS) Test is where Citi either logs in (signs on) to an application of or managed by Supplier or on Supplier's systems, Supplier must conduct, at least once annually in accordance with Citi requirements for each data center / technology room where these applications reside, a DOS test to demonstrate that the application can be recovered to the DR site specified in Supplier's Disaster Recovery Plan.

Electronic Communications are messages or information sent, received, or used by Personnel using electronic means, carried over wire or by wireless signals. Electronic Communications include but are not limited to text messages, email, peer-to-peer or instant messages, blog posts, social media posts, messages sent through messaging applications such as WhatsApp, WeChat, Line, Signal, or Viber, and include attachments, screenshots, recorded voice or video files, live voice or video, and files created, received, downloaded, stored, transmitted, deleted or used via Electronic Communications Equipment, Systems, and Services.

Functional IDs are a generic ID, such as ADMIN or ROOT, which is used by a person or process to access a security system. A key initiative in the Identity and Access Management (IAM) operation is ensuring that Citi has specific, defined controls in place to protect against the risks surrounding the use of Functional IDs.

Franchise Critical Processes / Franchise Critical Applications (FCA) are those processes / applications that have been identified by Citi as essential to the successful execution of its Franchise Critical Business Functions

Fraud is an intentional act, misstatement or omission designed to deceive others, resulting either in the victim suffering a loss or the perpetrator achieving a gain

Hosted Services include any Installed Applications, and any facilities and environment managed or utilized by Supplier to provide the Hosted Services, all applications and other software, databases, websites, servers, hardware, networks, telecommunications and other equipment, and other technology installed or used within the Hosted Services environment, and, in each case, all Updates and Support Services, but excluding all Content and Citi's Systems.

Identity Verification Data (IVD) is defined as Security Questions (SQ) or Knowledge Based Authentication (KBA) questions. Security Questions are typically defined by the application and answered by the end user. Examples are mother's maiden name, place of birth, favorite ice cream, etc. Both types of questions must be treated as Authentication Data.

Information Security or "IS" means the state in which a computer or computer system is protected from unauthorized access or attack, and because of that state, (a) the computer or computer system continues to be available and operational; (b) the integrity of the computer or computer system is maintained; and (c) the integrity and confidentiality of information stored in, processed by, or transmitted through the computer or computer system is maintained.

IS Threat means act or activity (whether known or suspected) carried out on or through a computer or computer system, that may jeopardize or affect adversely, the IS of that or another computer or computer system.

IS Vulnerability means any vulnerability in a computer or computer system that can be exploited by one or more IS Threats.

Non-Client / Non-Revenue Generating is defined as business critical activities not associated with revenue generating activities including legal, supervisory, regulatory and Continuity of Business activities.

Non-Disclosure Agreement (NDA) is an agreement between Citi and a Supplier whereby the exchange, use and disclosure of Information is governed by the terms of the agreement.

Open source software means source code or a compiled computer program in which the source code is available to the general public for use or modification from its original design.

Personnel: means, whether stated directly or derived from context, Supplier and its affiliates, directors, officers, employees, agents, auditors, consultants, service providers, and contractors (excluding Citi personnel). Supplier personnel also include the directors, officers, employees, agents, auditors, consultants, or other representatives of any Subcontractor."

Records Inventory is a detailed listing that includes the record types, location, dates, etc., of Citi's records and is needed for a business to properly manage their records through the Information Lifecycle.

Record Hold is a requirement placed on Records and Information that suspends modification or disposal until lifted by the authority that issued the hold.

Recovery Capacity is the volume, quantity or speed of delivery for the Supplier's products and services, expressed as a percentage of normal delivery of products and services.

Recovery Duration is the maximum duration, in calendar days that the Supplier is capable of sustaining operations whilst in recovery mode.

Recovery Point Objective is the point in time in the past, stated in hours, to which data must be recovered after a business interruption. It is the maximum targeted period in which data might be lost from an IT service due to a major incident. The RPO is only a measure of the maximum time period in which data might be lost if there is a Major Incident affecting an IT Service. It is not a direct measure of how much data might be lost, for example, to the end of previous day's processing.

Recovery Time Objective is the duration in hours between the time of a service disruption and the restoration of products and services.

Resource Management Organization (RMO) is responsible for the global end-to-end resource management for Citi, including Strategic Sourcing, Purchase to Pay Operations, Staffing Office, and Supplier Management Framework.

RMO Sourcing Manager is an individual within Resource Management Organization (RMO) who is responsible for the negotiation of Contract business terms, requirements and pricing, including RFPs and other Supplier selection activities, administration to the Contract terms and conditions and financial evaluation accreditation requirements.

Severe or Catastrophic adverse effect to an individual means that the impact could reasonably result in significant adverse effects to the individual, including the financial loss, loss of employment or loss or difficulty in obtaining employment, loss of human rights, personal or public humiliation or inappropriate imprisonment.

Subcontractor: Subcontractor: A subcontractor is a fourth party (person or entity), who was hired by a third party to perform some or all of the services or activities that Citi has contracted to the third party.

Guidance:

Q1: Do all of the Third Party's subcontractors need to be reported?

A1: Only subcontractors related to the service being performed need to be reported. Examples of services or activities performed by a subcontractor include, but are not limited to:

*A subcontractor performing technology or software services that directly or indirectly support the service/activities that Citi has contracted to the Third Party; or

*A subcontractor whose services include access to Citi Confidential or higher information; or

*A subcontractor who has direct or indirect interaction with any existing/potential Citi Client; or

*A subcontractor who is unescorted and performs shredding or archiving services of Citi documents within or outside of any Citi premise; or

*A subcontractor supporting core banking functions or services such as payments, collection, lending, etc.

Technology Recovery Time Capability (TRTC) is the estimated total restoration time for an application/business service and its underlying infrastructure components to be recovered at its disaster recovery or alternate site following an invocation.