

SCHEDULE A – AUSTRALIA LAW REQUIREMENTS

(Version 11– 16 March 2026)

1. CONTINGENCY PLAN/CONTINUITY OF BUSINESS

- 1.1 The Supplier must maintain a Business Continuity Plan. The Business Continuity Plan must enable the Supplier to provide the Services and comply with the terms of the Related Agreement, notwithstanding an event that disrupts, impairs or prevents the Supplier from otherwise providing the Services or complying with its obligations thereunder.
- 1.2 The Business Continuity Plan must include procedures to ensure that the Supplier is able to provide the Services and otherwise comply with its obligations under the Related Agreement, notwithstanding that an agent, consultant or contractor of the Supplier is incapable of providing the Services to the Supplier.
- 1.3 The Business Continuity Plan must be:
 - 1.3.1 based upon a formal assessment of the applicable risks;
 - 1.3.2 reviewed and updated on a regular basis and at least annually;
 - 1.3.3 tested at least annually; and
 - 1.3.4 subject to quality assurance review at least annually.
- 1.4 The Supplier must promptly (and in any case within 12 hours) notify Citi when it deploys its Business Continuity Plan.

2. APRA

- 2.1 Where Citi AU is supervised by the Australian Prudential Regulation Authority (“APRA”), APRA may require information from Citi AU or the Supplier about the Services, the Supplier or the Related Agreement.
- 2.2 Where Citi AU is supervised by APRA, and subject to applicable law or authority in the country in which the Supplier is based, the Supplier must:
 - 2.2.1 give APRA any documentation, data or other information relating to the Related Agreement as soon as possible after Citi or APRA asks the Supplier to do so;
 - 2.2.2 promptly inform Citi if APRA asks the Supplier to provide information relating to Citi AU, the Services, the Supplier or the Related Agreement directly to APRA;
 - 2.2.3 permit APRA to conduct any on-site visit of the Supplier’s premises that is necessary to APRA’s role as prudential supervisor of Citi AU;
 - 2.2.4 where APRA conducts an on-site visit of the Supplier’s premises, not disclose or advertise that APRA has conducted such a visit without the prior written consent of Citi (such consent not to be unreasonably withheld) and unless otherwise required by law, a regulatory body, or judicial authority;
 - 2.2.5 use its best endeavours to satisfy APRA about any questions or concerns APRA may raise about the Services; and
 - 2.2.6 not impede APRA in fulfilling its duties as a prudential regulator.
- 2.3 If APRA notifies Citi AU of its intention to conduct an on-site visit of the Supplier’s premises, Citi will promptly notify the Supplier.
- 2.4 The Supplier agrees that the existence of, and any information relating to, any investigation, question or concern raised by APRA about the Services, the Related Agreement or in relation to Citi, is Confidential Information of Citi.

- 2.5 If Citi AU receives a direction from APRA requiring Citi to make changes to the Services or the Related Agreement (**APRA Change**), then Citi may notify the Supplier of the APRA Change and the parties must cooperate in good faith and use reasonable endeavours to agree any amendments to the Services or the Related Agreement as may be necessary to reflect the APRA Change.

3. PRIVACY

- 3.1 If Personal Information is being shared with or accessed by the Supplier or any of its Affiliates, the Supplier must (and must ensure that its Affiliates):

- 3.1.1 only collect, use and disclose Personal Information strictly for the purpose for which that Personal Information was disclosed to it;
- 3.1.2 comply with Citi's reasonable requests or directions in respect to the Personal Information notified by Citi from time to time, including assisting Citi to resolve any request for access, correction or a complaint;
- 3.1.3 protect Personal Information it holds from misuse, interference and loss, as well as maintain/implement systems and processes to ensure the security of Personal Information; and
- 3.1.4 allow Citi or any applicable regulatory body to audit the Supplier's compliance of these requirements and any records the Supplier holds containing the Personal Information, subject to the Supplier's obligations of confidentiality to other parties and any other law or authority with jurisdiction over the Supplier.

- 3.2 If the Supplier becomes aware or has reasonable grounds to suspect:

- 3.2.1 any breach of its or its Affiliates obligations under this Section 3; or

- 3.2.2 any actual or potential:

- (a) unauthorised access, modification, use, disclosure, loss of or interference with Personal Information or Confidential Information; or
- (b) material information security control weakness in relation to information or data that cannot or will not be remedied in a timely manner,

including any data breach which is required to be notified to a legal, governmental, regulatory or statutory authority or affected individual under an applicable law,

("Data Breach"), then the Supplier must:

- 3.2.3 promptly (and in any event within 72 hours) notify Citi of the Data Breach, identifying the cause of the breach and a description of the known and potential data affected by the Data Breach so far as the Supplier is aware;
- 3.2.4 reasonably co-operate with Citi in investigating whether a Data Breach has occurred and the circumstances surrounding that Data Breach, and in otherwise dealing with the matter; and
- 3.2.5 not, except with Citi's prior written consent or where required by applicable law, notify any person outside of Citi (including a legal, governmental, regulatory or statutory authority or affected individual) of the existence or any details of a Data Breach to the extent that the Data Breach affects Confidential Information or Personal Information of Citi or Citi AU (as applicable) (such information itself to be considered Citi's Confidential Information).

- 3.3 Personal Information is a form of "Confidential Information" as defined in the Agreement.

3.4 For the purposes of this Section 3, “**Personal Information**” means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

3.4.1 whether the information or opinion is true or not; and

3.4.2 whether the information or opinion is recorded in a material form or not.

4. TAXES

4.1 Other than as specified below, the Supplier will be responsible for all taxes of any kind in connection with the provision of Services under the Related Agreement. For the purposes of this Section 4, “**Consideration**”, “**Creditable Acquisition**”, “**GST**”, “**Input Tax Credit**”, “**Recipient**”, “**Supply**”, “**Tax Invoice**” and “**Taxable Supply**” have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

4.2 This Section 4 applies if one party (the supplier) makes a Taxable Supply to another party (the Recipient) and the Consideration for that Supply (apart from any payable under this clause) is not expressed to be inclusive of GST.

4.3 If this Section 4 applies, the Recipient must pay the supplier an additional amount on account of GST.

4.4 The additional amount payable on account of GST is, generally, equal to the Consideration for that Supply (apart from any payable under this clause) multiplied by the prevailing GST rate.

4.5 To the extent that the Consideration for the Supply (other than that payable under this Section 4) is payable as a reimbursement for an expense incurred by the supplier as a result of a Creditable Acquisition it makes, the additional amount will be calculated by:

4.5.1 first reducing the Consideration for that Creditable Acquisition by any Input Tax Credit to which the supplier is entitled on making the Creditable Acquisition; and

4.5.2 then applying the prevailing GST rate to that reduced amount.

4.6 The additional amount is to be paid when the Recipient pays or provides any of the Consideration for the Supply, provided always that such amount will only be payable if a Tax Invoice for the Supply is provided to the Recipient.

5. MODERN SLAVERY

5.1 Definitions

In this Section 5:

5.1.1 **Modern Slavery** has the same meaning as in section 4 of the *Modern Slavery Act 2018* (Cth); and

5.1.2 **Modern Slavery Legislation** means, as applicable, the *Modern Slavery Act 2018* (Cth) and its respective regulations from time to time.

5.2 Supplier warranties

The Supplier must comply with Modern Slavery Legislation and warrants that:

5.2.1 The Supplier does not, and will not, and will use reasonable endeavours to ensure that its Affiliates and Personnel do not, engage in any activity that constitutes or involves Modern Slavery in the performance of its obligations under the Related Agreement; and

5.2.2 as at the date of the Related Agreement, the Supplier is not aware of any instances in which the Supplier, its Affiliates or their respective Personnel:

- (a) have been convicted of any offence involving Modern Slavery; or
- (b) have been, or are currently, the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any Authority in connection with Modern Slavery.

5.3 Information

The Supplier must:

- 5.3.1 provided it is lawful to do so, as soon as practicable notify Citi in writing of any actual, suspected or anticipated breach of this Section 5; and
- 5.3.2 on written request of Citi, within a reasonable time and at its own expense, provide Citi with information relating to the Modern Slavery risks and compliance measures in place in its operations and supply chain, to enable Citi AU to comply with its reporting requirements under the Modern Slavery Legislation.

5.4 Citi Standards for Suppliers

- 5.4.1 The Supplier must comply with, and must use best efforts to ensure that its Personnel comply with, the Citi policies and standards for suppliers available at: <https://www.citigroup.com/global/suppliers/policy-and-standards> (excluding the 'Citi UK Modern Slavery Act Statement') as amended from time to time by written notice to the Supplier.
- 5.4.2 If there is any conflict between any term of the various Citi policies and standards for suppliers in clause 5.4.1 above and any provision of the Related Agreement, the latter shall prevail.

5.5 Right of Termination

Without limiting the rights of Citi under the Related Agreement or at law, if the Supplier or its Personnel are in breach of any part of this Section 5, or Citi reasonably suspects that a breach has occurred, Citi may issue a notice requiring the Supplier to remedy the breach within 30 days or any longer period specified by Citi. If the Supplier fails to remedy the breach within the period specified, Citi may immediately terminate the Related Agreement by written notice to the Supplier provided that Citi reasonably determines that the breach gives rise to a materially adverse commercial, regulatory or reputation risk for Citi.

6. SCOPE OF SERVICES

6.1 Unless expressly stated in the Related Agreement, the Supplier agrees that:

- 6.1.1 the Related Agreement is not an exclusive arrangement between Citi and the Supplier or its Affiliates (as the case may be);
- 6.1.2 Citi and its Affiliates may purchase services similar to the Services from other suppliers; and
- 6.1.3 Citi and its Affiliates do not commit to purchase any volume or dollar amount of Services.

7. REQUEST FOR INFORMATION

The Supplier must promptly provide Citi, or its Auditors, with any information reasonably requested by Citi in relation to the Related Agreement, including information relating to the Services, Supplier's Personnel and subcontractors, to the extent relevant to the performance of the Supplier's obligations under the Related Agreement.

8. OPERATIONAL RISK INCIDENT

8.1 In this Section 8, "**Operational Risk Incident**" means an event which has or is likely to have a material impact on the performance of the Supplier's obligations under the Related Agreement.

8.2 Without limiting the Supplier's obligations under the Related Agreement, the Supplier must:

8.2.1 promptly (and in any case within 12 hours) notify Citi in writing if an Operational Risk Incident occurs or the Supplier becomes aware that an Operational Risk Incident is likely to occur; and

8.2.2 continue to provide regular notices to Citi updating Citi on the status and management of the Operational Risk Incident.

8.2 An initial notification under paragraph 8.1 must include the following:

8.3.1 a description of the Operational Risk Incident;

8.3.2 the action taken by the Supplier in response to the Operational Risk Incident;

8.3.3 the likely impact on the Supplier's performance of its obligations;

8.3.4 the timeframe for returning to normal operations; and

8.3.5 any other relevant information in relation to the Operational Risk Incident.

9. FOURTH PARTIES

9.1 The Supplier must provide Citi with a list of Fourth Parties identifying the services or activities undertaken by each Fourth Party:

9.1.1 promptly on request by Citi; and

9.1.2 at least once annually.

9.2 The Supplier must reasonably promptly notify Citi of any change to the list of Fourth Parties, including any change to the services or activities undertaken by each Fourth Party.

9.3 The Supplier must promptly provide Citi with any information reasonably requested by Citi in relation to any Fourth Party.

10 OFFSHORING

10.1 The Supplier must ensure that no part of its obligations under the Related Agreement is performed, whether by the Supplier or any of its subcontractors or Fourth Parties, outside of Australia (**Offshoring**) unless the Supplier provides Citi with at least 90 days' prior written notice of the proposed Offshoring.

10.2 An Offshoring notice issued under paragraph 10.1 must include details of the relevant obligations which are the subject of the Offshoring, the entity which is carrying out the obligations and where the obligations will be performed.

- 10.3 If the Supplier or its subcontractors or Fourth Parties engage in any Offshoring in accordance with paragraph 10.1, the Supplier must not make any change to the Offshoring unless the Supplier provides Citi with at least 90 days' prior written notice of the proposed change.

11. GOVERNING LAW AND JURISDICTION

Notwithstanding any term to the contrary in the Related Agreement, the governing law and jurisdiction clause as it applies to any Related Agreement entered into by Citi AU is varied as follows: "The validity of this Agreement as it applies to any Work Order or related contract entered into under the Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties to the Work Order or the related contract entered into under the Agreement shall be governed by the laws of New South Wales, Australia. The Parties to the Work Order or the related contract entered into under the Agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia."

12. DO NOT CALL REGISTER ACT, SPAM ACT AND TELECOMMUNICATIONS ACT OBLIGATIONS

- 12.1 Where telemarketing call services make up any part of the Services provided by the Supplier to Citi under the Related Agreement, the Supplier must comply with the: (i) *Do Not Call Register Act 2006* (Cth); and (ii) the Telecommunications (Telemarketing and Research Calls) Industry Standard 2017, as amended or replaced from time to time, or any other telemarketing standard made in the future under Part 6 of the *Telecommunications Act 1997* (Cth), and take all reasonable steps to ensure that its employees, agents and subcontractors comply with that Act and any such applicable Standard.
- 12.2 Where email marketing services make up any part of the Services provided by the Supplier to Citi under the Related Agreement, the Supplier must comply with Part 2 and Part 3 of the Spam Act 2003 (Cth) and take all reasonable steps to ensure that its employees, agents and subcontractors comply with these Acts.

13. INFORMATION SECURITY AND CYBER SECURITY

13.1 CPS 234 (Information Security)

(a) The Supplier acknowledges that where Citi or Citi AU is supervised by APRA, it is required to comply with APRA Prudential Standard 234 (CPS 234) dealing with information security, including (amongst other things):

- (i) the maintenance of an information security capability commensurate with the size and extent of threats to the Citi's or Citi AU's (as applicable) information assets (including those managed by third parties), and which enables the continued sound operation of Citi or Citi AU (as applicable);
- (ii) the implementation of information security controls to protect Citi's or Citi AU's (as applicable) information assets (including those managed by third parties) commensurate with the criticality and sensitivity of, and the vulnerabilities and threats to those information assets
- (iii) the systematic testing and assurance regarding the effectiveness of those information security controls and
- (iv) the notification of information security incidents that materially affect the Citi or Citi AU (as applicable) and material information security control weaknesses to APRA

(b) Where Citi or Citi AU is supervised by APRA, the Supplier must, in order to allow Citi or Citi AU (as applicable) to comply with its obligations under CPS 234:

- (i) without undue delay, notify Citi or Citi AU (as applicable) if it becomes aware of an information security incident that materially affected, or had the potential to materially affect, financially or non-financially, the other party;
- (ii) Provide any reasonable assistance with making notifications to any relevant regulator including any material information security incidents
- (iii) without undue delay, and in any case within 5 business days, notify Citi or Citi AU (as applicable) if it becomes aware of any information security control weakness that materially affected, or had the potential to materially affect, financially or non-financially, the Citi or Citi AU (as applicable) or has caused an actual information security incident and which the supplier will not be able to remediate in a timely manner; and
- (iv) provide details relating to the information security control weakness as reasonably required by Citi or Citi AU (as applicable) in order for Citi or Citi AU (as applicable) to comply with its obligations under CPS 234.

13.2 Cyber Security Compliance

To the extent the Supplier provides any product that is a relevant connectable product, or it otherwise subject to security standards made under Part 2 of the *Cyber Security Act 2004* (Cth), the Supplier must provide that product in a manner that enables Citi or Citi AU to comply with any applicable obligations under that Act relating to that product's deployment or use in Australia.

13.3 Ransomware Notification

The supplier must notify Citi or Citi AU promptly (and in any event within 24 hours) after becoming aware that the Supplier has made, authorized or became aware of any ransomware payment relating to the Services or to any systems used to provide the Services, to enable Citi AU to assess and comply with any applicable reporting obligations under *the Cyber Security Act 2024* (Cth), including section 26.

14. DEFINITIONS

14.1 For the purposes of this Schedule A / Country Addendum, the following terms shall have the following meanings:-

14.1.1 **"Agreement"** means the agreement of which this Schedule / Country Addendum forms part.

14.1.2 **"Affiliate"** means in respect of a person (**Primary Person**):

- (a) a person Controlled directly or indirectly by the Primary Person;
- (b) a person Controlling directly or indirectly the Primary Person;
- (c) a person directly or indirectly Controlled by a person who Controls the Primary Person; (whether alone or with another person or persons); or
- (d) a person directly or indirectly under the common Control of the Primary Person and another person or persons.

14.2 **"Citi"** means Citi or the Affiliate of Citi which is entering into the Related Agreement.

14.3 **"Citi AU"** means any Affiliate of Citi in Australia, including any Australian branches of Citibank, N.A.

14.4 **"Control"** means, with respect to any person other than an individual, the possession, directly or indirectly, of the power to: (a) determine the financial or operating policies of the person; (b) control the membership of the board or other governing body of the person; or (c) control the

casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person, regardless of whether the power is in writing or not, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise and **Controlled** and **Controlling** have a corresponding meaning.

- 14.5 **"Fourth Party"** means any person that the Supplier relies on to perform its obligations under the Related Agreement (including any person identified as a Fourth Party in the Related Agreement).
- 14.6 **"Person"** includes a body corporate, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, an authority or any other entity or organisation.
- 14.7 **"Personnel"** means, the officers, employees, and agents of the Supplier.
- 14.8 **"Related Agreement"** means any agreement (including any Work Order, Evaluation Schedule, License Schedule, Maintenance Schedule, Professional Service Schedule, Product Evaluation Schedule, Purchase Order or other contract artifact) which is made under the Agreement and incorporates the Agreement's terms by reference, and which is entered into by the Supplier or any Affiliate of the Supplier and:
 - 14.8.1 Citi AU; or
 - 14.8.2 Citi or any Affiliate of Citi (other than Citi AU) for the benefit of Citi AU.
- 14.9 **"Supplier"** means the Supplier or Affiliate of the Supplier which is entering into the Related Agreement.