

SCHEDULE G – JAPAN LAW REQUIREMENTS

(Version 6 – 20 February 2023; revalidated: 19 June 2024)

I. General

1.1 Unless otherwise a separate Work Order, Statements of Work or any additional ancillary agreement (collectively “Work Order”) is directly made and entered into by and between the Supplier and/or its local Affiliate (collectively, the “Supplier”) and any Affiliate of Citi in Japan (“Citi Japan”), the Supplier shall be subject to Section II of this Schedule in connection with providing the Services to Citi Japan or for the benefit (whether direct or indirect) of Citi.

1.2 If it were necessary or appropriate, in Citi’s determination, the Supplier and Citi Japan may enter into a separate Work Order setting forth such additional terms and conditions applicable to the Services provided in Japan. Such Work Order addresses any specific legal, regulatory, human resource or procedural requirements necessary for compliance with applicable Japanese laws and regulations in connection with provision of the Services in Japan, due to variations in practices or as otherwise agreed to by the Parties.

II. Applicable Japanese laws and regulations

If Citi Japan receives the Services from the Supplier, the following additional terms and conditions shall be applied to provision of the Services in addition to the master agreement to which this Schedule applies (the “**Master Agreement**”, as amended from time to time).

1. Protected Information

If Citi Japan is required to furnish, supply, disclose, or make available the Protected Information (defined below) to the Supplier in connection with provision of the Services, the following additional terms and conditions shall be applied to the Parties in addition to the terms and conditions set forth in the Master Agreement:

1.1 The “**Protected Information**” means and includes personal information of a natural person (the “**Personal Information**”) within the meaning of the *Act on the Protection of Personal Information of Japan* (Law No. 57 of 2003, as amended from time to time. (Hereinafter referred to as the “**PIPL**”) and non-public information corporate related information (the “**Corporate Related Information**”) within the meaning of *Item 14 Paragraph 4, Article 1 of the Cabinet Office Ordinance Concerning Financial Instrument Business, Etc.*, (Cabinet Office Ordinance No. 52 of 2007, as amended from time to time) of an artificial person held by Citi Japan.

1.2 If Citi Japan furnishes, supplies or discloses to the Protected Information to the Supplier in connection with provision of the Services or otherwise, and the Supplier obtains or accesses such Protected Information, the Supplier shall take the following necessary and appropriate measures to prevent divulgence, loss, or destruction of the Protected

Information in accordance with the PIPL and other applicable laws, regulations and guidelines of Japan (collectively, the “**Japanese Laws**”).

- (1) The organizational security measures to ensure that the Supplier will disclose the Protected Information only to those of the Supplier’s personnel who have a need to know such Protected Information (only to the extent necessary) in order to fulfill the purposes contemplated by the Work Order, and set forth internal rules for use of and access to the Protected Information, which is subject to the Supplier’s periodical review;
- (2) The individual security measures to ensure that the Supplier will instruct and supervise its personnel who uses or has access to the Protected Information to prohibit the personnel from committing unauthorized disclosure, access, use and misappropriation of the Protected Information; and
- (3) The technological security measures to ensure that the Supplier will implement systems to limit access to the Protected Information and monitor such access.
- (4) In a case where the Protected Information is handled outside of Japan, the Supplier shall understand the laws and regulations of personal information in such foreign states and take necessary and appropriate security measures for the purpose of protection of the Protected Information.

1.3 Pursuant to the Japanese Laws, the Supplier acknowledges and agrees that:

- (1) Citi Japan reserves the rights to supervise and audit the Supplier in connection with the provision of the Services and the Protected Information disclosed to the Supplier;
- (2) Citi Japan reserves the rights not to furnish, supply, disclose, or make available the Protected Information to the Supplier in connection with provision of the Services IF the Supplier fails to comply with the terms and conditions set forth in this Schedule;
- (3) The Supplier shall use the Protected Information only for the purpose of providing the Services and shall not destroy, alter, misappropriate, reproduce, or store the Protected Information nor divulge or disclose the Protected Information, in any form or manner, to a third party without a prior written consent of Citi Japan; and
- (4) The Supplier shall be responsible for damages arising out of, or relating to divulgence, loss, alteration, misappropriation, and/or unauthorized disclosure of the Protected Information caused by the Supplier.

1.4 Notwithstanding Section 2 hereof, the Supplier shall not outsource handling of the Protected Information to the Supplier's subcontractor(s) UNLESS the Supplier satisfies all of the following requirements in addition to Sections 2 and 3 of this Schedule:

(1) The Supplier shall obtain the prior written consent of Citi Japan; and

(2) The Supplier shall cause its subcontractor(s) (including multiple layers of subcontracting chain) to adopt the adequate security measures as set forth in Section 1.2 of this Schedule.

1.5 Except as otherwise expressly provided for by the Master Agreement and the Work Order, upon the request of Citi Japan at any time during the term of the applicable Work Order or after the termination thereof, the Supplier shall promptly return or destroy the Protected Information or its duplicates supplied to, or otherwise obtained by, the Supplier in connection with provision of the Services, in the form or manner specifically instructed by Citi Japan. If the Protected Information was stored or saved in the Supplier's computers, servers, or any other electromagnetic medium, the Supplier also shall delete or purge such stored or saved Protected Information in the form or manner specifically instructed by Citi Japan.

1.6 Where the Supplier is required to disclose the Protected Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, and is further required to notify Citi Japan, the Supplier must promptly send a copy of the order and accompanying documentation by facsimile transmission to Citi Japan.

2. Subcontracting

2.1 The Supplier shall not subcontract any part of the Services to a third party, including its Affiliates, without the prior written consent of Citi Japan.

2.2 If the Supplier subcontracts any part of the Services to a third party, the Supplier shall select a subcontractor which meets appropriate criteria, including but not limited to, all of the following three (3) criteria:

(1) A subcontractor who, in light of Citi Japan's coherent business operations, is able to provide Citi Japan and the Supplier with the Services at the reasonably sufficient level in the industry;

(2) A subcontractor whose financial and management conditions are sufficient enough to provide Citi Japan and the Supplier with the Services in accordance with the Master Agreement, applicable Work Order, this Schedule and an applicable subcontract agreement, and to indemnify Citi Japan for damages arising out of, or relating to provision of the Services; and

- (3) A subcontractor shall comply with Section 4 of this Schedule and will not risk the reputation of Citi Japan.
- 2.3 A subcontracting agreement to be entered into by and between the Supplier and a subcontractor shall stipulate appropriate terms and conditions, including but not limited to, all of the following four (4) terms and conditions:
- (1) Description of the Services to be subcontracted, the service level standards for providing the Services, and procedures for terminating the subcontract agreement;
 - (2) The subcontractor's liability for damages arising out of subcontractor's failure to perform the Services in accordance with the subcontract agreement or subcontractor's breach of the subcontract agreement (placing a security deposit, collateral, or lien if necessary);
 - (3) Items to be reported by the subcontractor to the Supplier in connection with the provision of the Services and subcontractor's management conditions; and
 - (4) Cooperation with internal and external auditors and regulators of Citi Japan and/or the Supplier.
- 2.4 A subcontract agreement to be entered into by and between the Supplier and a subcontractor shall not violate the applicable Japanese Laws.
- 2.5 The Supplier shall adopt sufficient internal control measures, including but not limited to, designating a project manager who is responsible for the subcontracted services, monitoring a subcontractor and its performance, and establishing audit functions.
- 2.6 A subcontractor shall provide the Supplier with a periodical report on the status of subcontracted services and the subcontractor, upon request of Citi Japan and/or the Supplier, must provide Citi Japan and/or the Supplier with necessary information in a prompt manner.
- 2.7 The Supplier shall audit a subcontractor periodically to ensure that such subcontractor complies with applicable Japanese Laws and all terms and conditions set forth in the Master Agreement, applicable Work Order and this Schedule.
- 2.8 The Supplier shall prepare a continuity of business plan in order to provide Citi Japan with continuous Services in case of emergency or subcontractor's failure to perform the Services in accordance with the subcontract agreement.
- 2.9 The Supplier, upon the request of Citi Japan, shall provide Citi Japan with information of its subcontractor, including but not limited to, name of the subcontractor and its project manager, contact information of the subcontractor, description of the Services subcontracted, and the subcontract agreement.

3. Continuity of Business Plan

- 3.1 The Supplier must maintain a continuity of business plan (the “**COB Plan**”). The COB Plan must enable the Supplier to provide the Services and comply with the terms of the Master Agreement, notwithstanding an event that disrupts, impairs or prevents the Supplier from otherwise providing the Services or complying with its obligations thereunder.
- 3.2 The COB Plan must include procedures to ensure that the Supplier is able to provide the Services and otherwise comply with its obligations under the Master Agreement, notwithstanding that an agent, consultant or contractor of the Supplier is incapable of providing the Services to the Supplier.
- 3.3 The COB Plan must be:
- (1) based upon a formal assessment of the applicable risks;
 - (2) reviewed and updated on a regular basis and at least annually;
 - (3) tested at least annually; and
 - (4) subject to quality assurance review at least annually.

4. Representation and Warranties for Anti-Social Forces

- 4.1 For the purpose of this Schedule, “**Anti-Social Force**” means and includes a crime organization (*boryokudan*), a listed member (*boryokudan –in*) or an affiliated member (*jun-boryokudan –in*) of such crime organization, a corporate entity affiliated with such crime organization, a corporate racketeer (*sokaiya*), an individual or an organization which demands and/or acquires financial interests of others in unlawful manners and/or causes or threatens to cause physical harm to others, and all other equivalent or similar individuals or organizations.
- 4.2 The Supplier, to the best of its knowledge, represents and warrants on or after execution of the Work Order that Supplier, its subcontractor and its subcontractors’ personnel have never belonged to or will never belong to the Anti-Social Force.
- 4.3 The Supplier, to the best of its knowledge, represents and warrants to Citi Japan on or after execution of the Work Order that the Supplier and its subcontractors by themselves or through any third party have not engaged in or will not engage in the following acts:
- (1) Extortion, racketeering and/or similar unlawful demand;
 - (2) Unreasonable demand and/or claim beyond its legal rights and obligations;
 - (3) Employment of threatening language or physical force in connection with a transaction;
 - (4) Defamation of others and/or disruption of others’ business activities by disseminating false or misleading statements, employing fraudulent means, or resorting to fearful forces; or
 - (5) Any other acts similar to the foregoing, including but not limited to money laundering.

- 4.4 Citi Japan reserves the rights to terminate the Work Order if the Supplier and/or its subcontractors breaches or misrepresents any one of the representations and warranties set forth in this Section 4 and it becomes unreasonable to maintain a contractual relationship with Citi Japan.

5. Inspection and Rights to Audit

- 5.1 Citi Japan, its auditors, or its authorized regulator shall have the right to audit the Supplier to ensure compliance with the Master Agreement and/or the Work Order in relation to the Services. The Supplier shall cooperate with Citi Japan's internal and external auditors and regulators. The Supplier shall keep complete and accurate records of all of its work and expenses in providing the Services to Citi Japan for a period not less than seven (7) years from the date which the record was created or such other longer period as requested by Citi Japan in writing.
- 5.2 The Supplier shall require any subcontractor appointed (if applicable) to also maintain complete and accurate records of all of its work and expenses in relation to the Service subcontracted to it. The Supplier shall ensure and procure that these requirements are set forth in its arrangements with any subcontractor.
- 5.3 The Supplier shall allow Citi Japan, its auditors and/or its regulators:
- (1) to obtain records and documents of transactions and information of Citi Japan given to, stored at or processed by the Supplier;
 - (2) to access any report and findings made on the Supplier in conjunction with the Services performed for Citi Japan;
 - (3) to access to the business premises of the Supplier in the exercise of its rights herein; and
 - (4) to inspect, examine and audit the Supplier's operations and records insofar as they are relevant to the Services.

6. Notice

- 6.1 If the Supplier receives the Protected Information, the Supplier, upon a request of Citi Japan, shall fill out all necessary information in the *Protected Information Sharing Attestation* (Form 1) attached hereto and submit Form 1 to Citi Japan. If Supplier subcontracts all or any part of handling of the Protected Information to a third party, Supplier shall also fill out the "Outsourcing" part of the Form 1 and submit the Form 1 to Citi Japan prior to the subcontracting.
- 6.2 If the Supplier returns or destroys the Protected Information in accordance with Section 1.5, the Supplier, upon a request of Citi Japan, shall fill out all necessary information in the *Protected Information Return/Deletion Attestation* (Form 2) attached hereto and submit Form 2 to Citi Japan without unnecessary delay.

- 6.3 If the Supplier outsources all or a part of the Services to a subcontractor, the Supplier, upon a request of Citi Japan, shall fill out all necessary information in the *Subcontract Attestation* (Form 3) attached hereto and submit Form 3 to Citi Japan prior to such outsourcing arrangement.
- 6.4 If the Supplier makes material changes in provision of the Services which give rise to a direct or indirect impact on Citi Japan, including but not limited to system upgrade and/or alteration, changes in business processes, and changes in the Subcontractor and/or its supervisory management, the Supplier, upon a request of Citi Japan, shall fill out all necessary information in the *Service Report* (Form 4) attached hereto and submit Form 4 to Citi Japan without unnecessary delay.
- 6.5 Citi Japan reserves the right to request the Supplier for a periodic report on provision of the Services by filling out all necessary information in the *Service Report* (Form 4) attached hereto and submitting Form 4 to Citi Japan without unnecessary delay.

7. Governing Law and Jurisdiction

This Schedule shall be governed by, and construed in accordance with, the laws of Japan, and the parties hereby agree to submit to the non-exclusive jurisdiction of the Tokyo District Courts.

FORM 1 – PROTECTED INFORMATION SHARING ATTESTATION

FORM 2 – PROTECTED INFORMATION RETURN/DELETION ATTESTATION

FORM 3 – SUBCONTRACT ATTESTATION

FORM 4 – SERVICE REPORT