

SCHEDULE J – MALAYSIA LAW REQUIREMENTS

(Version 13 – 3 March 2026)

1 Definitions

For the purposes of this Malaysia Law Requirements Schedule and its Appendices, the following terms shall have the meanings:-

- 1.1 **“Citi Malaysia”** means any Customer Affiliate in Malaysia.
- 1.2 **“Citi Malaysia Information”** includes all tangible or intangible information or materials, in any form or medium (and without regard to whether the information or materials are owned by Citi Malaysia or by a third party), that is provided or disclosed to Supplier by Citi Malaysia (including Citi Malaysia’s or an affiliate’s customers’, former customer’s or potential customers’ documents and information) or where the information or materials is provided or disclosed by Citi Malaysia to a third party (including an Affiliate), it is accessed, observed or otherwise obtained by Supplier.
- 1.3 **“Citi Malaysia Personal Data”** shall be as defined in the Personal Data Protection Act 2010 of Malaysia as may be amended from time to time.
- 1.4 **“Cyber Security Service”** and **“National Critical Information Infrastructure Sector”** shall be as defined in the Cyber Security Act 2024 of Malaysia as may be amended from time to time.

2 Citi Malaysia Information

- 2.1 Supplier hereby acknowledges receipt of section 133 of the Financial Services Act 2013 of Malaysia (“FSA”), section 145 of the Islamic Financial Services Act 2013 of Malaysia (“IFSA”), section 178 of the Labuan Financial Services and Securities Act 2010 of Malaysia (“LFSSA”), section 43 of the Securities Industry (Central Depositories) Act 1991 of Malaysia (“SICDA”) and Bank Negara Malaysia (“BNM”)’s Policy Document on Management of Customer Information and Permitted Disclosures (“MCIPD”) (see **Appendix A** attached hereto), all as may be amended from time to time. Supplier hereby acknowledges that it has been made aware of the effect of, and agrees and undertakes to, and to procure an undertaking from all Supplier Personnel and Supplier Affiliates that it uses to provide the Services, to observe all precautionary measures to prevent disclosure of information that will cause a violation of section 133 of the FSA or section 145 of the IFSA or section 178 of the LFSSA or section 43 of the SICDA or MCIPD.

Supplier further agrees and undertakes that it will not, and will covenant all Supplier Personnel and Supplier Affiliates not to do anything which will violate section 133 of the FSA or section 145 of the IFSA or section 178 of the LFSSA or section 43 of the SICDA or MCIPD or otherwise be guilty of an offence there under.

- 2.2 Notwithstanding anything to the contrary and subject to the provisions of this Malaysia Law Requirements Schedule, Supplier shall not, without Citi Malaysia’s written consent, disclose Citi Malaysia Information to any person (save for disclosure to Supplier’s employees (and only to the extent necessary in order to fulfill the purposes contemplated by the relevant Work Order)). Where the Citi Malaysia Information includes an Affiliate’s Confidential Information, Supplier shall comply with such additional obligations as may be required by that Affiliate as provided in the Agreement or notified in writing to Supplier. For the avoidance of doubt, the term “person” includes Supplier Affiliates, agents, consultants, non-employee workers, auditors, attorneys, professional advisors, contractors, sub-contractors, third party hires, third party vendors and Regulatory Bodies.

- 2.3 Supplier shall at all times take technical, personnel, organizational and other measures to ensure the confidentiality of Citi Malaysia Information between its various customers; and undertakes to, at a minimum, adopt, maintain and follow written and comprehensive security practices and procedures that are sufficient to safeguard the Citi Malaysia Information from any (i) unauthorized disclosure, access, use or modification; (ii) misappropriation, theft, destruction, or loss; or (iii) inability to account for such Citi Malaysia Information.
- 2.4 Supplier shall at all times segregate (either physically or logically) and clearly identify all of the Citi Malaysia Information and assets that are processed by or stored with Supplier pursuant to the Agreement and relevant Work Order.
- 2.5 Supplier shall retain all documents in connection with the provision of the Services in accordance with Citi Malaysia's record retention policies or for such longer periods as may be reasonably instructed in writing by Citi Malaysia from time to time. Except as otherwise specified in the relevant Work Order or as required under any Applicable Law, upon the request of Citi Malaysia, Supplier will return (or destroy securely or purge its systems and files (whether physical or digital) of, and suitably account for all Citi Malaysia Information supplied to, or otherwise obtained by, Supplier in connection with the relevant Work Order. Supplier will certify in writing that it has fully complied with its obligations under this Clause 2.5 within seven (7) days following the date it receives a request from Citi Malaysia for such a certification.
- 2.6 Supplier shall not, without Citi Malaysia's express prior written approval, transfer any Citi Malaysia Information out of the jurisdiction where the Supplier is providing the Services.
- 2.7 Disclosure of Citi Malaysia Information under Applicable Law or pursuant to an order from a court or Regulatory Bodies having competent jurisdiction is permissible to the extent that it is permissible under the Applicable Law applicable to Citi Malaysia and if permissible, in compliance with such Applicable Law and with prior written notice to Citi Malaysia.
- 2.8 Where the provision of the Services involves the collection, storage, processing, dissemination or use of any Citi Malaysia Information in addition to Supplier's obligations in the Agreement and this Malaysia Law Requirements Schedule, Supplier shall:
- 2.8.1 ensure that its Personnel that have access to Citi Malaysia Information understands and undertakes to comply with the confidentiality obligations in the Agreement and this Malaysia Law Requirements Schedule;
- 2.8.2 conduct robust vetting on any Personnel who has access to Citi Malaysia Information;
- 2.8.3 ensure that its Personnel that have access to Citi Malaysia Information are trained, at regular intervals, on information security practices and procedures, including the requirements of Supplier's information security program as well as any specific requirements of Citi Malaysia and review the adequacy and effectiveness of the training programme; and
- 2.8.4 if it becomes aware of any threatened or actual violation of the obligations or restrictions agreed to by the Supplier with respect to Citi Malaysia Information, immediately notify Citi Malaysia thereof but in any event no later than three (3) days after Supplier becoming aware, and shall, subject to Applicable Law

regarding the disclosure or protection of such information, assist Citi Malaysia with its efforts to investigate, cure or remedy such violation, to determine when and how such violation occurred.

- 2.9 Notwithstanding anything to the contrary, any losses arising from Supplier's breach of its confidentiality obligations in the Agreement, the relevant Work Order, and this Malaysia Law Requirements Schedule shall be recoverable by Citi Malaysia from Supplier.
- 2.10 This Clause 2 (Citi Malaysia Information) of this Malaysia Law Requirements Schedule shall survive termination or expiration of the relevant Work Order.

3 Citi Malaysia Personal Data

- 3.1 Notwithstanding anything stated to the contrary and subject to the provisions of this Malaysia Law Requirements Schedule, Supplier shall comply with all its obligations under the Personal Data Protection Act 2010 of Malaysia, regulation, rule, order, standard, guideline, code of practice issued thereunder, all as may be amended from time to time ("PDPA") with respect to the use of Citi Malaysia Personal Data provided by Citi Malaysia and its Affiliates.
- 3.2 For the purposes of PDPA, Supplier acknowledges that it has read and agrees to Citigroup's Global Privacy Notice (Institutional Clients) ("Global Privacy Notice"), read together with Citi Malaysia Supplemental Provision (which is Personal Data Privacy Notice Pursuant to the Personal Data Protection Act 2010 of Malaysia jointly issued by Citigroup entities in Malaysia) which supplements the information contained in Global Privacy Notice (collectively the ("Notice") which are available at <https://www.citigroup.com/global/privacy/institutional-clients> and/or <https://www.citigroup.com/global/about-us/global-presence/malaysia> or such other link as may be notified to Supplier or published on Citigroup's website from time to time), or upon request, and which explains the purposes for which Citi Malaysia may collect, use, disclose and process (collectively, "process") personal data of natural persons. Supplier warrants that to the extent required by applicable law or regulation, it has provided the Notice to and obtained consent from relevant natural persons to allow Citi Malaysia to process their personal data as described in the Notice as may be updated from time to time, prior to disclosure of such personal data to Citi Malaysia. Supplier further warrant that any such consent has been granted by these natural persons.

Supplier further agrees and undertakes that it will, and will covenant all Supplier Personnel and Supplier Affiliates to do anything to comply with the Notice.

- 3.3 Supplier acknowledges that Citi Malaysia and its Affiliates may disseminate or use Personal Data relating to or provided by Supplier, or any person (natural person or legal entity) that Supplier assigns or engages (whether directly or indirectly) to exercise its rights or fulfill its obligations under the Agreement and relevant Work Order (collectively "Supplier Personal Data"). Supplier consents to, and warrants that it has obtained the consents of each person whose Personal Data is provided by Supplier or who is assigned or engaged to interact with Citi Malaysia or an Affiliate in connection with the subject matter of the Agreement and relevant Work Order for the collection, storage, processing, dissemination or use of such Supplier Personal Data by Citi Malaysia and the Affiliates for all purposes relating to the business contemplated under the Agreement and the relevant Work Order, including without limitation Citi Malaysia's or an Affiliate's administration of applicable policies or the administration of Citi Malaysia's or an Affiliate's vendor management program.
- 3.4 Supplier shall not, without Citi Malaysia's written consent, disclose Citi Malaysia Personal Data to any person (save for disclosure to Supplier's employees (and only to the extent necessary in order to fulfill the purposes contemplated by the relevant Work

Order)). Where Citi Malaysia Personal Data includes an Affiliate's Personal Data, Supplier shall comply with such additional obligations as may be required by that Affiliate as provided in the Agreement or notified in writing to Supplier. For the avoidance of doubt, the term "person" includes Supplier Affiliates, agents, consultants, non-employee workers, auditors, attorneys, professional advisors, contractors, sub-contractors, third party hires, third party vendors and Regulatory Bodies.

- 3.5 Supplier shall at all times take technical, personnel, organizational and other measures to ensure the confidentiality of Citi Malaysia Personal Data between its various customers; and undertakes to, at a minimum, adopt, maintain and follow written and comprehensive security practices and procedures that are sufficient to safeguard the Citi Malaysia Personal Data from any (i) unauthorized or accidental disclosure, access, use or modification; (ii) misappropriation, theft, destruction, or loss; or (iii) inability to account for such Citi Malaysia Personal Data.
- 3.6 Supplier shall retain all documents in connection with the provision of the Services in accordance with Citi Malaysia's record retention policies or for such longer periods as may be reasonably instructed in writing by Citi Malaysia from time to time. Except as otherwise specified in the relevant Work Order or as required under any Applicable Law, upon the request of Citi Malaysia, Supplier will return (or destroy securely or purge its systems and files (whether physical or digital) of, and suitably account for all Citi Malaysia Information supplied to, or otherwise obtained by, Supplier in connection with the relevant Work Order. Supplier will certify in writing that it has fully complied with its obligations under this Clause 3.5 within seven (7) days following the date it receives a request from Citi Malaysia for such a certification.
- 3.7 Supplier shall not, without Citi Malaysia's express prior written approval, transfer any Citi Malaysia Personal Data out of the jurisdiction where the Supplier is providing the Services.
- 3.8 Disclosure of Citi Malaysia Personal Data under Applicable Law or pursuant to an order from a court or Regulatory Bodies having competent jurisdiction is permissible to the extent that it is permissible under the Applicable Law applicable to Citi Malaysia and if permissible, in compliance with such Applicable Law and with prior written notice to Citi Malaysia.
- 3.9 Where the provision of the Services involves the collection, storage, processing, dissemination or use of any Citi Malaysia Personal Data in addition to Supplier's obligations in the Agreement and this Malaysia Law Requirements Schedule, Supplier shall:
 - 3.9.1 ensure that its Personnel that have access to Citi Malaysia Personal Data understands and undertakes to comply with the confidentiality obligations in the Agreement and this Malaysia Law Requirements Schedule;
 - 3.9.2 conduct robust vetting on any Personnel who has access to Citi Malaysia Personal Data;
 - 3.9.3 ensure that its Personnel that have access to Citi Malaysia Personal Data are trained, at regular intervals, on information security practices and procedures, including the requirements of Supplier's information security program as well as any specific requirements of Citi Malaysia, and review the adequacy and effectiveness of the training programme;
 - 3.9.4 if it becomes aware of any threatened or actual violation of the obligations or restrictions agreed to by the Supplier with respect to Citi Malaysia Personal Data immediately notify Citi Malaysia thereof but in any event no later than three (3) days after Supplier becoming aware, and shall, subject to Applicable Law regarding the disclosure or protection of such information, assist Citi Malaysia

with its efforts to investigate, cure or remedy such violation, to determine when and how such violation occurred;

- 3.9.5 transmit Citi Malaysia Personal Data to another individual who processes or has control over or authorizes the processing of such Citi Malaysia Personal Data within fourteen (14) days (or such other timeline as may be notified to Supplier) from the date of Supplier's receipt of the request from Citi Malaysia provided that such transmission is subject to technical feasibility and compatibility of the data format. Supplier shall notify Citi Malaysia if Supplier is not able to perform such transmission no later than three (3) days (or such other timeline as may be notified to Supplier) after Supplier becoming aware or within the period and in such manner as may be prescribed by Citi Malaysia.
- 3.10 Notwithstanding anything to the contrary, any losses arising from Supplier's breach of its confidentiality obligations in the Agreement, the relevant Work Order, and this Malaysia Law Requirements Schedule shall be recoverable by Citi Malaysia from Supplier.
- 3.11 This Clause 3 (Citi Malaysia Personal Data) of this Malaysia Law Requirements Schedule shall survive termination or expiration of the relevant Work Order.

4 Business Continuity Management

- 4.1 Supplier represents, warrants and covenants that it has in place a satisfactory and a fully documented and adequately resourced Business Continuity Management ("**BCM**") plan comprising (i) a Business Continuity Plan ("**BCP**") evidencing how Supplier shall, under exceptional circumstances, be in a position to perform its obligations under the relevant Work Order, including but not limited to continuity of service and (ii) a Disaster Recovery Plan ("**DRP**") evidencing how Supplier shall, in the event of a disaster, be in a position to perform its obligations under the relevant Work Order, including but not limited to disaster (whether natural or man-made) recovery plans that minimize the probability and impact of interruption to Citi Malaysia's business, back up processing, protecting program and data files and equipment for the orderly and expeditious provision of the Services.
- 4.2 Supplier further represents and warrants that in respect of each Work Order, the BCP and the DRP shall be in place for the entire term of the relevant Work Order and for such period where transition services are provided by Supplier to Citi Malaysia. Supplier is required to declare its state of business continuity readiness to Citi Malaysia on an annual basis. Supplier shall provide Citi Malaysia and comply with Recovery Time Objectives ("**RTO**") stipulating the timeframe required for any of Supplier's information technology systems and applications to be recovered and to be operationally ready to support the Services after an outage in accordance with such specifications as may be acceptable to Citi Malaysia.
- 4.3 Supplier shall test the BCP in relation to the Services and all facilities used by it in connection with the BCP on a regular basis and at least annually and notify Citi Malaysia of any test finding that may affect the Supplier's performance, the test results and action to be undertaken to address any gap in the BCP.
- 4.4 Supplier shall test the DRP in relation to the Services and all facilities used by it in connection with the DRP on a regular basis and at least twice a year and notify Citi Malaysia of any test finding that may affect the Supplier's performance, the test results and action to be undertaken to address any gap in the DRP.
- 4.5 If Supplier makes any significant change(s) to the BCM or there are any adverse developments that may significantly impact the Services or Citi Malaysia's information technology system, it shall notify Citi Malaysia in writing and provide a full description of such significant change(s) and/or adverse developments immediately.

- 4.6 In the event that such test(s) on the BCM in relation to the Services are reasonably required by Citi Malaysia in connection with the testing of its own business continuity plan, Supplier shall co-operate fully with Citi Malaysia to ensure that such test(s) are carried out as soon as reasonably practicable and accurately in accordance with Citi Malaysia's reasonable requirements.
- 4.7 Supplier agrees to (i) meet with Citi Malaysia at any time and from time to time upon prior written notice being given to Supplier at the reasonable request of Citi Malaysia to review all aspects of the Services provided by Supplier pursuant to the relevant Work Order and/or other matters of mutual interest to Supplier and Citi Malaysia, and (ii) adopt any recommendations and/or measures reasonably proposed by Citi Malaysia to ensure, inter alia, compliance with legal and regulatory obligations
- 4.8 Supplier shall allow Citi Malaysia's internal auditors or other independent party appointed by Citi Malaysia to review the BCM of Supplier.
- 4.9 The BCP and DRP should include, at least:-
 - 4.9.1 Procedures to be followed in response to a major disruption to business operations. The procedures should enable the institution to respond swiftly to a crisis situation, recover and resume the critical business functions, resources and infrastructure outlined in the BCP within the stipulated timeframe.
 - 4.9.2 Escalation, declaration and notification procedures including a call tree and contact list.
 - 4.9.3 The conditions for BCP activation and the individual who has the authority to declare a disaster and grant permission to execute the recovery processes.
 - 4.9.4 A list of all resources required to recover the critical business functions in the face of a major disruption including but not limited to key recovery personnel, computer hardware and software, office equipment and relevant documentation.
 - 4.9.5 Relevant information about the alternate and recovery sites.
 - 4.9.6 Procedures for restoring normal business operations, which should include the orderly entry of all business transactions and records into the relevant information technology systems and the completion of all verification and reconciliation procedures.
- 4.10 "Business Continuity Management" or "BCM" means an enterprise-wide framework that encapsulates policies, processes and practices that ensure the continuous functioning of an institution during an event of disruption. It also prepares the institution to resume and restore its operations and services in a timely manner during an event of disruption, thus minimizing any material impact to the institution.
- 4.11 "Business Continuity Plan" or "BCP" means a comprehensive action plan that documents the processes, procedures, systems and resources necessary to resume or restore the operations and services of an institution in the event of a disruption.
- 4.12 "Disaster Recovery Plan" or "DRP" means a comprehensive action plan that documents the procedures and processes that are necessary to recover and restore information technology systems, applications and data of an institution in the event of a disruption.

5 Assignment and Sub-Contracting

- 5.1 Supplier shall not assign, outsource or subcontract any or all of its obligations or responsibilities set forth in the relevant Work Order to any third parties without the prior written consent of Citi Malaysia, and for the avoidance of doubt, the term "third parties"

includes Supplier Affiliates, agents, consultants, non-employee workers, contractors, sub-contractors, third party hires and third party vendors.

- 5.2 To the extent that Supplier is so permitted to assign, outsource or subcontract any of its obligations set forth in the relevant Work Order, Supplier shall (i) procure the compliance by all assignees, outsources and sub-contractors with the provisions of the Agreement, the relevant Work Order and this Malaysia Law Requirements Schedule relating to the performance of such obligations (including, without limitation, provisions relating to security and confidentiality, assignment and sub-contracting, transition services, audit and inspection and business continuity management); and (ii) if required by Citi Malaysia, procure undertakings, in the form and substance acceptable to Citi Malaysia, from the assignees, outsourcees and sub-contractors and addressed to Citi Malaysia, its Affiliates and relevant Regulatory Bodies.
- 5.3 Where Citi Malaysia has consented to Supplier assigning, outsourcing or sub-contracting any or all of its obligations set forth in the relevant Work Order to a third party, Citi Malaysia may require Supplier to, and Supplier shall (if so required by Citi Malaysia), provide to Citi Malaysia written notification of any variation or termination of the agreement between Supplier and that third party. If so requested by Citi Malaysia, the written notification shall be provided to Citi Malaysia within three (3) days of the variation or termination, or within any longer period of time as Citi Malaysia may allow.

6 Right of Audit

- 6.1 Subject to Clause 7 (Examinations, Review and Audits) of this Malaysia Law Requirements Schedule, Supplier will allow Citi Malaysia's and an Affiliate's internal or external auditors (i) to inspect, examine and audit Supplier's operations and records insofar as they are relevant to the Services provided by Supplier including but not limited to the internal controls and processes adopted by Supplier with respect to the safeguarding of Customer Personal Data or Citi Malaysia Information by Supplier, and (ii) to obtain copies of any report and finding made on Supplier in conjunction with the Services performed, directly or indirectly, for Citi Malaysia. Supplier shall cooperate with Citi Malaysia's and an Affiliate's internal and external auditors to ensure a prompt and accurate audit.
- 6.2 Subject to Clause 7 (Examinations, Review and Audits) of this Malaysia Law Requirements Schedule, Supplier will allow (with reasonable prior notice from Citi Malaysia) the Office of the Comptroller of the Currency ("OCC"), the Federal Reserve Board ("FED"), the Labuan Financial Services Authority ("LFSA"), BNM, the Securities Commission of Malaysia ("SC"), Personal Data Protection Commissioner ("PDPC") and any other authority having jurisdiction over Citi Malaysia or an Affiliate (the OCC, FED, LFSA, BNM, SC, PDPC and any other authority having jurisdiction over Citi Malaysia or an Affiliate shall hereinafter be referred to as "Regulator") or any agent appointed by any Regulator, to inspect, examine and audit Supplier's operations and records insofar as they are relevant to the Services including but not limited to (i) records and documents relating to transactions, (ii) reports and findings made on Supplier in conjunction with the Services, and (iii) the internal controls adopted by Supplier with respect to preservation of the confidentiality of data generally and Citi Malaysia's or an Affiliate's Confidential Information specifically (where applicable). Supplier will ensure that these requirements are made part of its arrangements with any party Supplier may engage in the outsourcing (if applicable), including any disaster recovery and backup service providers.
- 6.3 Supplier confirms that, other than as provided in Clause 7 of this Malaysia Law Requirements Schedule, no governmental, regulatory, statutory or other approvals are

required by it in respect of the inspection, examination and audit referred to in Clauses 6.1 and 6.2 above.

6.4 Supplier will give due consideration to the findings and recommendations of any Regulator and those of the internal or external auditors of Citi Malaysia or an Affiliate. The parties shall discuss, in good faith, the feasibility of implementing said findings and recommendations, as well as the assignment of costs in connection therewith. If Supplier elects not to comply with the findings and recommendations, Citi Malaysia or an Affiliate shall be entitled to terminate the relevant Work Order or any part thereof without penalty by giving Supplier sixty (60) days (or such other period as may be decided by Citi Malaysia) prior written notice. During the notice period, Supplier shall not be compelled to comply with the findings and recommendations.

6.5 Supplier shall notify Citi Malaysia if any Regulator or other person seeks access to Citi Malaysia Information or if a situation arises where the rights of access of Citi Malaysia, an Affiliate, Citi Malaysia's or an Affiliate's internal or external auditors or any Regulator is restricted or denied.

7 Examinations, Review and Audits

As an examination, review or audit of the books, accounts or transactions of Citi Malaysia may require the approval of Citi Malaysia's or an Affiliate's Regulator, any such examination, review or audit must be first approved by Citi Malaysia.

8 Malaysia's Export Control laws

Supplier shall execute the Letter of Assurance attached hereto as **Appendix B** if requested by Citi Malaysia or an Affiliate(s).

9 Transition Services

Commencing upon notice to Supplier of expiration or termination of the relevant Work Order for any reason whatsoever (including a breach by either party) and continuing for up to twelve (12) months (or such longer period as may be required by Citi Malaysia) from the effective date of expiration or termination, Supplier will provide to Citi Malaysia or an Affiliate such information, cooperation and reasonable termination assistance ("**Transition Services**") requested by Citi Malaysia or an Affiliate to allow for the provision of services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the relevant Work Order as desired by Citi Malaysia or an Affiliate. If requested by Citi Malaysia or an Affiliate, Supplier will reasonably cooperate with a third party in connection with the preparation and implementation of a transition plan by such third party or Citi Malaysia or an Affiliate upon the termination or expiration of the relevant Work Order and Supplier shall promptly furnish Citi Malaysia, an Affiliate or Citi Malaysia's or an Affiliate's designee with any documents, records, information, proprietary data (and related records and files) and materials of Citi Malaysia in the possession, power or control of Supplier or Supplier Affiliate or Supplier Personnel and all Work Product (in its current condition), which are required to facilitate the orderly transfer of the subject matter of the relevant Work Order as desired by Citi Malaysia or an Affiliate. Citi Malaysia or an Affiliate shall pay Supplier promptly the applicable fees (as agreed between the parties prior to the commencement of the Transition Services pursuant to this Clause 9 of this Malaysia Law Requirements Schedule) or the reasonable value for the said services properly performed by Supplier.

10 Cloud Services

- 10.1 Where Supplier and/or its data centres, subsidiaries, affiliates, sub-processors and sub-contractors, or a portion of their Services has been approved to provide the use of a fully virtualized environment in which Supplier and/or its data centres, subsidiaries, affiliates, sub-processors and sub-contractors make resources such as platforms, applications or storage available to the public over the internet via a logically separated multi-tenant architecture, Supplier shall, and procure its subsidiaries, affiliates, sub-processors and sub-contractors to:
- 10.1.1 comply with relevant legal, or regulatory requirements as well as contractual obligations and allow Citi Malaysia to access its action plans for mitigating any non-compliance;
 - 10.1.2 segregate and clearly identify all the Citi Malaysia Information using strong physical or logical controls that have been reviewed and approved by Citi Malaysia;
 - 10.1.3 establish adequate control procedures for its data centre operations, including the deployment of relevant automated tools for batch processing management to ensure timely and accurate batch processes;
 - 10.1.4 segregate incompatible activities in the data centre operations environment to prevent any unauthorized activity;
 - 10.1.5 establish real-time network bandwidth monitoring processes and corresponding network service resilience metrics to flag any over utilisation of bandwidth and system disruptions due to bandwidth congestion and network faults;
 - 10.1.6 conduct periodic vulnerability assessment and penetration testing on the cloud infrastructure to ensure tenant isolation and overall security posture remains healthy;
 - 10.1.7 allow Citi Malaysia to perform assessments of the arrangement involving cloud service provided periodically in accordance with Citi Malaysia's internal policy; and
 - 10.1.8 ensure that the Services are designed for high availability with a cumulative unplanned downtime affecting the interface not more than four (4) hours on a rolling twelve (12) months basis and a maximum tolerable downtime of one hundred and twenty (120) minutes per incident, or such other downtime as may be notified to Supplier from time to time.

Supplier hereby acknowledges and agrees that breach of this Clause 10.1 shall entitle Citi Malaysia to terminate the Work Order. Supplier shall provide written confirmation or attestation that all Citi Malaysia Information has been securely deleted from its system upon completion of the cloud exit strategy.

- 10.2 Supplier shall promptly notify Citi Malaysia of the developments that may result in material impact to Citi Malaysia and allow Citi Malaysia to review or re-perform risk assessment upon any material changes in cloud risks profile.
- 10.3 Supplier acknowledges and agrees that Citi Malaysia retains all rights, title and interest in Citi Malaysia Information. Supplier and its data centres, subsidiaries, affiliates, sub-processors and sub-contractors acquire no rights with regard to the ownership, control and management of all Citi Malaysia Information hosted on the cloud, including the relevant cryptographic keys management, other than the rights Citi Malaysia grants to the Supplier, its sub-contractors, data centres, subsidiaries, affiliates, sub-processors and sub-contractors to provide the Services to Citi Malaysia. Supplier shall ensure that, except as required to perform the Services, it shall not have access to Citi Malaysia

Information and shall not use Citi Malaysia Information outside the scope of the Services.

11 Data Centre Operations

- 11.1 Supplier must comply with relevant legal, or regulatory requirements as well as contractual obligations and allow Citi Malaysia to access its action plans for mitigating any non-compliance.
- 11.2 Supplier must establish real-time monitoring mechanisms to track capacity utilisation and performance of key processes and services, such as batch runs and backup processes for Citi Malaysia's application systems and infrastructure.
- 11.3 Supplier must segregate incompatible activities in the data centre operations environment to prevent any unauthorised activity.
- 11.4 Supplier must establish adequate control procedures for its data centre operations, including the deployment of relevant automated tools for batch processing management to ensure timely and accurate batch processes. These control procedures shall also include procedures for implementing changes in the production system, error handling as well as management of other exceptional conditions.
- 11.5 Supplier is required to undertake an independent risk assessment of its end-to-end backup storage and delivery management to ensure that existing controls are adequate in protecting sensitive data at all times. Supplier must also maintain a sufficient number of backup copies of critical data, the updated version of the operating system software, production programs, system utilities, all master and transaction files and event logs for recovery purposes. Backup media must be stored in an environmentally secure and access-controlled backup site.
- 11.6 Supplier must ensure adequate controls and measures are implemented for the storage and transportation of sensitive data in removable media, including:
 - 11.6.1 deploying the latest industry-tested and accepted encryption techniques;
 - 11.6.2 implementing authorised access control to sensitive data (e.g. password protection, user access matrix);
 - 11.6.3 prohibiting unauthorised copying and reading from the media; and
 - 11.6.4 should there be a need to transport the removable media to a different physical location, Supplier should:
 - 11.6.4.1 strengthen the chain of custody process for media management which includes: (i) the media must not be under single custody at any point of time; (ii) the media must always be within sight of the designated custodians; and (iii) the media must be delivered to its target destination without unscheduled stops or detours;
 - 11.6.4.2 use secure and official vehicle for transportation;
 - 11.6.4.3 use strong and tamper-proof containers for storing the media with high security lock (e.g. dual key and combination lock); and
 - 11.6.4.4 implement location tracking functionality for each media container.

- 11.7 Supplier must ensure that the Services are designed for high availability with a cumulative unplanned downtime affecting the interface not more than four (4) hours on a rolling twelve (12) months basis and a maximum tolerable downtime of one hundred and twenty (120) minutes per incident, or such other downtime as may be notified to Supplier from time to time.

12 Cyber Security

- 12.1 If the Supplier holds a licence to provide a Cyber Security Service as part of the Services, the Supplier represents, warrants and undertakes that it is and continues to be the holder of a valid license granted under the Cyber Security Act 2024 of Malaysia as may be amended from time to time.
- 12.2 Supplier acknowledges that Citibank Berhad (Registration No. 199401011410 (297089-M)) ("Berhad") falls under the National Critical Information Infrastructure Sector and shall comply with the Cyber Security Act 2024 of Malaysia, regulation, rule, order, standard, guideline issued thereunder, all as may be amended from time to time ("CSA"). Notwithstanding anything to the contrary, Supplier further acknowledges that Citi Malaysia shall comply with the CSA.
- 12.3 Supplier will co-operate with and provide, or procure its subsidiaries, affiliates, sub-processors and/or sub-contractors to co-operate with and provide, prompt assistance to Berhad in relation to any obligations or requirements under CSA that Citi Malaysia is required to comply with or as may be required by Citi Malaysia.
- 12.4 On request by Citi Malaysia, the Supplier shall, and shall procure its subsidiaries, affiliates, sub-processors and/or sub-contractors to, participate in any cybersecurity exercise conducted by Regulator Bodies and/or Citi Malaysia, at such reasonable cost to be agreed between the Supplier and Citi Malaysia. If parties are unable to agree on the cost, such cost is to be borne by both parties in equal shares.

13 Governing Law

This Malaysia Law Requirements Schedule shall be governed by, and construed in accordance with, the laws of Malaysia. Any dispute arising out of or in connection therewith shall be subject to the jurisdiction of the courts of Malaysia.

Appendix A

- [Section 133 of the Financial Services Act 2013 of Malaysia](#)
- [Section 145 of the Islamic Financial Services Act, 2013 of Malaysia](#)
- [Section 178 of the Labuan Financial Services and Securities Act 2010 of Malaysia](#)
- [Section 43 of the Securities Industry \(Central Depositories\) Act 1991 of Malaysia](#)
- [Bank Negara Malaysia's Policy Document on Management of Customer Information and Permitted Disclosures](#)

Appendix B

[Customer/Vendor Letter of Assurance / End User Certification for the purposes of the Strategic Trade Act 2010](#)

