

SCHEDULE K – NEW ZEALAND LAW REQUIREMENTS

(Version 7 – 21 May 2026)

A. PRIVACY

The Privacy Act 2020 of New Zealand as amended from time to time (collectively “**Privacy Act**”) applies to the handling of all personal information collected, used, stored or shared by agencies and individuals including private sector participants like sole traders, major New Zealand-owned businesses, the local arms of overseas-owned businesses and businesses located overseas who are carrying on business in New Zealand irrespective of where the individual whose personal information is collected is located, or where the information is collected or held by the business involved.

The Privacy Act identifies 'personal information' as information about an identifiable living person, irrespective of whether it is on a computer or a paper file. All references to 'personal information' in this Schedule are references to 'personal information' as defined in the Privacy Act.

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, employees, contractors and agents):

- (i) comply with all applicable privacy legislation, regulations and codes, including the Privacy Act (collectively “**Privacy Laws**”) and ensure that personal information collected, used, held or disclosed in connection with this Agreement (“**Personal Information**”) does not breach any Privacy Laws.
- (ii) without limiting clause (i):
 - (a) only collect, use and disclose Personal Information strictly for the purpose for which that Personal Information was disclosed to it;
 - (b) unless otherwise instructed by Citi, only store Personal Information for the period necessary to fulfil that purpose and must destroy that information when it is no longer required and upon request from Citi;
 - (c) comply with any of Citi's reasonable requests or directions in respect to the Personal Information;
 - (d) 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;
 - (e) reasonably assist Citi to resolve any request for access, correction or a complaint in relation to Personal Information;
 - (f) provide individuals with the right to access and seek correction of Personal Information;
 - (g) promptly notify Citi if it is aware of any misuse, interference and loss, unauthorised access, modification or disclosure of Personal Information by itself or its personnel (with as many details about the breach as soon as reasonably possible);
 - (h) only disclose Personal Information to others in compliance with these requirements after obtaining Citi's consent and in accordance with any conditions Citi reasonably deems fit to impose;
 - (i) 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 Supplier; and

- (j) comply with any additional reasonable requirements notified to it by Citi from time to time in respect of Personal Information.
- (iii) For the avoidance of doubt, Personal Information is a form of "Confidential Information" as defined in the Agreement.
- (iv) Provide all reasonable assistance to address any issues arising in connection with the obligations set out in Schedule and any obligations they have under any Privacy Laws.

The Supplier will take reasonable steps to ensure that, prior to disclosing individuals' Personal Information to Citi, each individual is made aware that Citi will collect, use and disclose the Personal Information in accordance with its New Zealand Privacy Statement accessible at <https://www.citibank.com/tts/sa/tts-privacy-statements/index.html> (or such other URL or statement as Citi may make available to the Supplier or relevant individuals from time to time).

B. UNSOLICITED ELECTRONIC MESSAGES ACT (2007)

The Unsolicited Electronic Messages Act 2007 applies to prohibit unsolicited commercial electronic messages with a New Zealand link from being sent. It requires the recipient to have consented (actual or implied) to receiving the electronic message and the electronic messages to include accurate information about the person who authorised the sending of the message and a functional unsubscribe facility in order to enable the recipient to instruct the sender that no further messages are to be sent to the recipient. Where commercial electronic messages make up any part of the Services provided by the Supplier or any of its Affiliates to Citi under the Agreement of which this Schedule forms part, the Supplier must take all reasonable steps to ensure that its employees, agents and subcontractors and Affiliates comply with that Act.

C. 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 NZ, is varied as follows: "This Agreement and any Work Order or related contract entered into under it, are governed by and to be construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand."

D. DEFINITIONS

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

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

"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;

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

“Citi NZ” means any Affiliate of Citi in New Zealand, including any New Zealand branches of Citibank, N.A.

“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.

“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.

“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, which is entered into by the Supplier or any Affiliate of the Supplier and:

- (a) Citi NZ; or
- (b) Citi or any Affiliates of Citi (other than Citi NZ) for the benefit of Citi NZ.

“Supplier” means the Supplier or Affiliate of the Supplier which is entering into the Related Agreement.