

SCHEDULE L – PHILIPPINE LAW REQUIREMENTS
(Version 8 – 15 August 2023; Revalidated: 13 January 2026)

When referred to in this Schedule, Philippine Legal Vehicles (the “Phil LVs”) shall include:-

- (1) CITIBANK, N.A., PHILIPPINE BRANCH**
- (2) CITICORP CAPITAL PHILIPPINES, INC.**
- (3) CITIGROUP BUSINESS PROCESS SOLUTIONS PTE LTD.**
- (4) CITIBANK N.A., REGIONAL OPERATING HEADQUARTERS**

OUTSOURCING

1. **Bank secrecy.** Supplier shall preserve the confidentiality of the Confidential Information of the Phil LVs. Supplier shall be solidarily liable with the Phil LVs should the disclosure of such Confidential Information by Supplier or its Personnel result in a violation by the Phil LVs of Philippine bank secrecy laws.
2. **Ownership of Data Files.** The Phil LVs shall at all times retain the ownership of all master and transaction data files containing the Confidential Information of the Phil LVs.
3. **Segregation of Confidential Information.** Supplier shall at all times be capable logically or physically segregating, clearly identifying and protecting the Confidential Information of the Phil LVs from that of Supplier's and its other clients, such that in adverse conditions, all such information can be either promptly removed from the possession of Supplier in order to continue its business operations, or deleted, destroyed or rendered unusable.
4. **Audit.** Supplier shall permit the auditors and regulators of the Phil LVs, during normal business hours upon reasonable advance notice, to conduct an examination of Supplier's business and operations and shall provide access to information as may be requested by the Phil LVs, auditors and regulators, in relation to the Services to be performed by Supplier under the Agreement or a Work Order.

Supplier shall comply with and satisfy the findings and recommendations of the regulators and those of the internal and/or external auditors of the Phil LVs and/or Supplier. The parties shall discuss, in good faith, the manner in which the said findings and recommendations of the regulators and internal and/or external auditors shall be implemented. If it is not possible or commercially expedient for Supplier to comply with such findings and recommendations or the parties fail to agree on the implementation thereof, either party shall be entitled to terminate the Services performed in favor of the Phil LVs (or the Work Order or a portion thereof covering such Services) following the termination provisions of the Agreement. The Phil LVs may terminate the Services performed in favor of the Phil LVs (or the Work Order or a portion thereof covering such Services) with immediate effect if so required by the Bangko Sentral ng Pilipinas (BSP).

5. **Transition Services.** Supplier shall provide necessary transition assistance should the Phil LVs decide to convert to other service provider/s or other arrangements.
6. **Insurance.** Supplier shall maintain, at its sole expense, throughout the performance of its obligations, the following insurance coverage satisfactory to the Phil LVs:
 - (a) fidelity insurance coverage for losses incurred as a result of dishonesty, fraud or misconduct on the part of its Personnel;

- (b) fire insurance providing coverage against loss or damage of the Phil LV's data and Supplier's equipment due to fire; and
- (c) such other insurance policies as is adequate and customary for similar service providers.

None of the requirements contained herein as to types and approval of insurance coverage to be maintained by Supplier are intended to and shall not in any manner limit the liabilities and obligations assumed by Supplier under the Agreement.

7. **Amendments.** Supplier shall promptly advise the Phil LVs of any proposed amendment affecting the Services in favor of the Phil LVs so that the Phil LVs can comply with approval and/or notification requirements.

CYBER-RELATED INCIDENT AND DISRUPTION REPORTING

8. If Supplier becomes aware of a major cyber-related incident and/or an incident that may cause disruption of financial services and operations of the Phil LVs, Supplier will (i) investigate, remediate and mitigate the incident in accordance with its internal policies and procedures, (ii) take reasonable measures, including legal proceedings, to restrain or prevent further disruption, (iii) use all reasonable endeavors to prevent a recurrence of the same, and (iv) notify the Phil LVs immediately which in no case shall exceed two (2) hours from discovery by Supplier of the incident.

An incident is a major cyber-related incident if it may seriously jeopardize the confidentiality, integrity or availability of critical information, data or systems of the Phil LVs, including their customers and other stakeholders.

Disruption of financial services and operations include disruption of critical operations which lasts for more than two (2) hours due to internal and external threats, which may be natural, man-made or technical in origin.

The notice to be sent by Supplier to the Phil LVs should disclose, at the minimum, the nature of the incident and the specific system or business function involved.

Supplier shall provide reasonable cooperation and assistance to the Phil LVs to remediate the impact of the major cyber-related incident or disruption of financial services and operations on the Phil LVs. Supplier agrees to respond to reasonable enquiries received from the Phil LVs in connection with the incident or disruption, and to make available all relevant information in connection with the incident or disruption.

LABOR REQUIREMENTS

9. If Supplier is located in the Philippines, the following provisions will govern:
 - (a) Supplier shall ensure that it is duly registered with the Philippine Department of Labor and Employment (DOLE) Regional Office and is an independent supplier/ service provider with substantial capital and investments. Supplier shall submit to the relevant Phil LV/s a copy of the Certificate of Registration issued by the DOLE Regional Office on or before the date of signing of the Work Order and within 30 calendar days from each renewal of such Certificate of Registration.
 - (b) Supplier commits to comply with applicable labor laws of the Philippines.

DATA PRIVACY

10. In compliance with the Philippine Data Privacy Act (DPA), Supplier shall:
- (a) process Personal Information only on documented instructions from the Phil LVs, including transfers of Personal Information to a third country or an international organization, unless such transfer is authorized by law or under the Agreement;
 - (b) ensure that an obligation of confidentiality is imposed on persons authorized to process the Personal Information;
 - (c) implement appropriate security measures and comply with the DPA;
 - (d) not engage another processor without prior instruction from the Phil LVs (which shall be documented in a Work Order), provided that any such arrangement shall ensure that the same obligations for data protection under the Agreement and this Schedule are implemented;
 - (e) taking into account the nature of the processing, assist the Phil LVs by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the obligation to respond to requests for exercising data subjects' rights;
 - (f) assist the Phil LVs in ensuring compliance with the DPA and other relevant laws, taking into account the nature of processing and the information available to Supplier;
 - (g) at the choice of the Phil LVs, delete or return all Personal Information to the Phil LVs after the end of the provision of Services relating to processing, and delete existing copies unless storage is authorized by the DPA or applicable law;
 - (h) make available to the Phil LVs all information necessary to demonstrate compliance with the obligations laid down in the DPA and allow for and contribute to audits, including inspections, conducted by the Phil LVs or another auditor mandated by the controller; and
 - (i) shall immediately inform the Phil LVs if, in its opinion, an instruction infringes the DPA.
11. **Duration of Processing.** The duration of processing by Supplier of Phil LVs' Confidential Information shall be coterminous with the applicable Work Order/s.
12. **Security Incident Reporting.** Supplier shall follow the Security Incident Reporting Process under the Agreement in addressing security incidents involving Personal Information of the Phil LVs. In addition, if Supplier becomes aware of a security incident, Supplier shall notify the Phil LVs immediately, which in no case shall exceed twenty four (24) hours upon knowledge of or reasonable belief by Supplier that a security incident has occurred.

The written notice to be provided by Supplier to the Phil LVs must contain at least the following information:

- (i) nature of breach;
- (ii) Personal Information possibly involved;
- (iii) measures taken to address breach;
- (iv) measures taken to reduce the harm or negative consequences of the breach;
- (v) name of contact person from Supplier where the data subject can obtain additional information about the breach;
- (vi) any assistance to be provided to the affected data subjects; and
- (vii) such additional information as may be required by the regulators.