

SCHEDULE M – SINGAPORE LAW REQUIREMENTS

(Version 15 – 26 January 2026)

A. DEFINITIONS

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

- A.1. **“Citi S’pore”** shall refer to Citi and any Citi Affiliate in Singapore (each **“Citi S’pore”**);
- A.2. **“Commissioner of Cybersecurity”** shall include the Singapore Commissioner of Cybersecurity, the Deputy Commissioner of Cybersecurity, and Assistant Commissioner(s) of Cybersecurity (as the case may be);
- A.3. **“Computer”, “Computer System”, “Critical Information Infrastructure”, “Cybersecurity”, “Cybersecurity Incident”, “Cybersecurity Service”, “Cybersecurity Service Provider”, “Cybersecurity Threat”, “Licensable Cybersecurity Service” and “Material Change”** shall be as defined in the Cybersecurity Act 2018;
- A.4. **“Customer Information”** shall be as defined in **Appendix I**;
- A.5. **“Bank Customer Information”** shall be as defined in MAS Notice 658 and 1121;
- A.6. **“FI Customer Information”** shall have the meaning ascribed to “customer information” as defined in the MAS Guidelines on Outsourcing (Financial Institutions other than Banks);
- A.7. **“Infrastructure”** means a Computer or Computer System;
- A.8. **“Material Ongoing Outsourced Relevant Service”** shall be as defined in MAS Notice 658 and 1121;
- A.9. **“Ongoing Outsourced Relevant Service”** shall be as defined in MAS Notice 658 and 1121;
- A.10. **“Outsourced Relevant Service”** shall be as defined in MAS Notice 658 and 1121;
- A.11. **“Permitted Purpose”** means any Use relating to or in connection with the particular project described in an Agreement or Work Order, as permitted by Citi S’pore in writing;
- A.12. **“Protected Information”** shall be as defined in **Appendix IV**;
- A.13. **“third parties”** include affiliates, agents, consultants, contract non-employee workers, contractors, sub-contractors, third party hires of the Supplier;
- A.14. **“Use”** means collection, processing, disclosure or other use;
- A.15. **“Personal Data”** shall be as defined in the Personal Data Protection Act 2012 (as amended) (**“PDPA”**); and
- A.16. **“Work Order”** shall include “Purchase Order” or “Statement of Work”.

A. CUSTOMER INFORMATION AND PROTECTED INFORMATION¹

- B.1 Notwithstanding anything to the contrary and subject to the provisions in this Schedule / Local Country Addendum, the Supplier shall not, without Citi S’pore's prior written consent, disclose Customer Information and Protected Information provided pursuant to any Agreement or Work Order in any manner except as expressly authorized by the Agreement or Work Order. The Supplier undertakes to Use Customer Information and Protected Information solely for the

¹ Banking Act 1970 and Trust Companies Act 2005, as may be amended from time to time.

Permitted Purpose and in accordance with all of Citi S'pore's further instructions relating to such Use which Citi S'pore may issue from time to time (including instructions to completely cease Use of any specific Customer Information and Protected Information).

- B.2. Where the Supplier provides Services to or deals with a Citi S'pore entity that is subject to the Banking Act 1970, including without limitation, Citibank N.A. Singapore Branch, Citibank Singapore Limited and Citicorp Investment Bank (Singapore) Limited, the following provisions shall apply:-
- B.2.1 The Supplier hereby acknowledges receipt of a written notice from Citi S'pore highlighting Citi S'pore's obligations of confidentiality under the Banking Act 1970 and common law. The written notice is attached hereto as **Appendix I**.
- B.2.2 The Supplier agrees to execute the Confidentiality and Privacy of Customer Information Undertaking in the form specified in **Appendix II** and the Supplier hereby acknowledges that it is aware and understands the effect of, and agrees and undertakes to, and to procure all its employees, servants, agents, representatives and Personnel to observe all precautionary measures and prevent disclosure of information that will cause Citi S'pore or any of its Affiliates to violate its statutory duty pursuant to Section 47 of the Banking Act 1970 not to disclose any information relating to, or any particulars of, an account of a customer of Citi S'pore, whether the account is in respect of a loan, investment or any other type of transaction or deposit information to any person except as expressly provided in the Banking Act 1970.
- B.2.3 The Supplier further agrees and undertakes that it will not, and will covenant all employees, servants, agents, representatives and Personnel not to do anything which will cause Citi S'pore or its Affiliates to violate any provision of Section 47 or otherwise be guilty of an offence thereunder.
- B.2.4. The Supplier shall procure the execution of the Confidentiality and Privacy of Customer Information Undertaking in the form specified in **Appendix III** by each of the Supplier's Personnel appointed or to be appointed in connection with Work Order and/or to perform the Services or part thereof for and on behalf of Supplier.
- B.2.5 The Supplier and its employees shall not without Citi S'pore's prior written consent further disclose Customer Information (as defined in the Banking Act 1970) to any third parties unless required to do so by law. For the avoidance of doubt, the Supplier's Affiliate (other than one approved by Citi S'pore to provide the Services) shall be considered a third party for the purposes of this clause.
- B.3. Where the Supplier provides Services to or deals with a Citi S'pore entity that is subject to the Trust Companies Act 2005 (the "**Act**"), including without limitation, Citicorp Trustee (Singapore) Limited, the following provisions shall apply:-
- B.3.1. The Supplier hereby acknowledges receipt of a written notice from Citi S'pore highlighting Citi S'pore's obligations of confidentiality under the Act. The written notice is attached hereto as **Appendix IV**.
- B.3.2. The Supplier agrees to execute the Confidentiality and Privacy of Customer Information Undertaking in the form specified in **Appendix II**. The Supplier hereby acknowledges that it is aware of and understands the effect of, and agrees and undertakes to, and to procure all its employees, servants, agents, representatives and Personnel to observe all precautionary measures and prevent disclosure of information that will cause Citi S'pore or any of its Affiliates to violate its statutory duty pursuant to Section 49 of the Act not to disclose any Protected Information except as expressly provided in the Act.
- B.3.3. The Supplier shall procure the execution of the Confidentiality and Privacy of Customer Information Undertaking in the form specified in **Appendix III** by each of the Supplier's Personnel appointed or to be appointed in connection with Work Order and/or to perform the Services or part thereof for and on behalf of Supplier.

- B.3.4. The Supplier and its employees shall not, without Citi S'pore's prior written consent, further disclose Protected Information to any third parties unless required to do so by law. The Supplier further agrees and undertakes that it will not, and will covenant all employees, servants, agents and representatives not to do anything which will cause Citi S'pore or any of its Affiliates to violate any provision of Section 49 or otherwise be guilty of an offence thereunder. For the avoidance of doubt, the Supplier's Affiliate (other than one approved by Citi S'pore to provide the Services) shall be considered a third party for the purposes of this clause.
- B.4. Where the Supplier provides Services to or deals with a Citi S'pore entity that is subject to the Securities and Futures Act 2001 or the Financial Advisers Act 2001, including without limitation, Citigroup Global Markets Singapore Pte Limited and Citigroup Global Markets Securities Singapore Pte Limited, the following provisions shall apply:-
- B.4.1 The Supplier hereby acknowledges that it is aware and understands Citi S'pore is a capital markets services licence holder and is subject to statutory confidentiality obligations under the Securities and Futures Act 2001 and the Financial Advisers Act 2001. The Supplier agrees and undertakes to, and to procure all its employees, servants, agents and representatives to observe all precautionary measures and prevent disclosure of information that will cause Citi S'pore to violate its statutory duty not to disclose any information relating to, or any particulars of, an account of a customer of Citi S'pore.
- B.4.2 The Service Provider further agrees and undertakes that it will not, and will covenant all employees, servants, agents and representatives not to do anything which will cause the Customer or any of its customers or affiliates to violate its statutory confidentiality obligations or otherwise be guilty of an offence thereunder.
- B.4.3 The Supplier and its employees shall not without Citi S'pore's prior written consent further disclose customer information to any third parties unless required to do so by law.

B. OUTSOURCING

MATERIAL ONGOING OUTSOURCED RELEVANT SERVICES²

- C.1 Where the Supplier provides a Material Ongoing Outsourced Relevant Service to a Citi S'pore entity which is a bank in Singapore or merchant bank in Singapore, the following provisions shall apply:
- C.1.1 The sub-contracting of any Material Ongoing Outsourced Relevant Service is subject to Citi S'pore's prior approval. Where Citi S'pore allows the Material Ongoing Outsourced Relevant Service to be sub-contracted, the Supplier shall notify Citi S'pore in writing prior to or within a reasonable time (in any event, no later than 30 days) of the engagement of the sub-contractor unless Citi S'pore's agreement for the engagement of the sub-contractor had been obtained prior to the sub-contractor's engagement..
- C.1.2. The Supplier shall protect the confidentiality and integrity of all information of Citi S'pore in its custody, in relation to the provision of Material Ongoing Outsourced Relevant Service.
- C.1.3. The Supplier shall ensure that it and its employees only access, collect, copy, modify, use, store or process any Bank Customer Information of Citi S'pore to the extent that it

² MAS Notices 658 and 1121, and the MAS Guidelines on Outsourcing (Banks), as may be amended from time to time.

is necessary for the Supplier and its employees to provide the Material Ongoing Outsourced Relevant Service.

- C.1.4. The Supplier shall ensure that it and its employees do not disclose any Bank Customer Information of Citi S'pore to any third party unless compelled by law, in which case the Supplier must notify Citi S'pore as soon as practicable to the extent permitted by law.
- C.1.5. The Supplier shall allow Citi S'pore and the MAS, or an auditor or agent appointed by Citi S'pore or the MAS, to audit the books, systems and premises of the Supplier and its sub-contractors for the purposes of determining whether the Supplier is properly providing the Material Ongoing Outsourced Relevant Service and assessing:
- i. The ability of the Supplier to –
 - a. ensure continuity of the Material Ongoing Outsourced Relevant Service;
 - b. safeguard the confidentiality and integrity of all information in its custody, in relation to the provision of the Material Ongoing Outsourced Relevant Service;
 - c. manage its legal, reputational, technological and operational risks arising from the provision of the Material Ongoing Outsourcing Relevant Service; and
 - ii. The level of compliance of the Supplier with written laws related to the provision of the Material Ongoing Outsourced Relevant Service.
- C.1.6 The Supplier shall, on request by Citi S'pore or the MAS, provide to Citi S'pore or the MAS, or any person appointed by Citi S'pore or the MAS, any record, document, report, finding made on the Supplier or its sub-contractors or information relating to the provision of the Material Ongoing Outsourced Relevant Service, whether produced by the Supplier's or its sub-contractor's internal or external auditors, or by agents appointed by the Supplier and its sub-contractor, in relation to the outsourcing arrangement.
- C.1.7 Where the sub-contracting agreement involves the disclosure of Bank Customer Information to a sub-contractor, the Supplier shall ensure that:
- i. the sub-contractor is notified in writing of Citi S'pore's obligations of confidentiality under the Banking Act 1970 and the common law as notified to the Supplier via **Appendix I**;
 - ii. Bank Customer Information is disclosed to, or accessed, collected, copied, modified, used, stored or processed by, a sub-contractor only to the extent that it is necessary for the sub-contractor to perform its duties under a sub-contracting agreement; and
 - iii. the sub-contractor and its employees do not disclose any Bank Customer Information of Citi S'pore to any third party unless compelled by law, in which case the sub-contractor must notify Citi S'pore directly or through the Supplier as soon as practicable to the extent permitted by law.
- C.1.8. The Supplier shall ensure that the sub-contracting agreement between the Supplier and sub-contractor includes the following provisions:

- i. the sub-contractor protects the confidentiality and integrity of all information of Citi S'pore in its custody, in relation to the provision of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement;
- ii. the sub-contractor ensures that it and its employees only access, collect, copy, modify, use, store, or process any Bank Customer Information of Citi S'pore to the extent that is necessary for it and its employees to provide the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement;
- iii. the sub-contractor ensures that it and its employees do not disclose any Bank Customer Information of Citi S'pore to any third party unless compelled by law, in which case the sub-contractor must notify Citi S'pore directly or through the Supplier as soon as practicable to the extent permitted by law;
- iv. the MAS, or an auditor appointed by the MAS, be allowed to audit the sub-contractor for the purposes of determining whether the sub-contractor is properly providing the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement and assessing:
 - a. the ability of the sub-contractor to:
 - 1. ensure continuity of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement;
 - 2. safeguard the confidentiality and integrity of all information in its custody, in relation to the provision of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement; and
 - 3. manage its legal, reputational, technological and operational risks arising from the provision of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement; and
 - b. the level of compliance of the sub-contractor with written laws related to the provision of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement;
- v. a provision that the sub-contractor, on a request by Citi S'pore or the MAS, directly or through the Supplier, provides to Citi S'pore or the MAS, or any person appointed by Citi S'pore or the MAS, any record, document, report or information relating to the provision of the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement; and
- vi. a provision that if Citi S'pore stops obtaining or receiving the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement provided by the sub-contractor, the sub-contractor ensures that Bank Customer Information given to the sub-contractor is deleted, destroyed or rendered unusable as soon as possible except where the sub-contractor is prohibited from doing so by written law or foreign laws, in the case where the Material Ongoing Outsourced Relevant Service under the sub-contracting arrangement is obtained or received overseas.

C.1.9. The Supplier shall ensure that its sub-contractors are subject to the audit requirements and expectations applied to the Supplier.

C.1.10. In the event Citi S'pore terminates the outsourcing agreement (i.e., the Agreement or Work Order) or stops receiving the Material Ongoing Outsourced Relevant Service

provided by the Supplier, the Supplier shall ensure that all Bank Customer Information given to the Supplier or sub-contractor is removed from the possession of the Supplier or sub-contractor, as the case may be, or is deleted, destroyed or rendered unusable as soon as possible except where the Supplier or sub-contractor, as the case may be, is prohibited from doing so by written law or foreign laws, in the case where the Material Ongoing Outsourced Relevant Service is performed overseas.

C.1.11. Citi S'pore shall have the right to terminate the outsourcing agreement (i.e., the Agreement or Work Order) or stop receiving the Material Ongoing Outsourced Relevant Service from the Supplier under any of the following circumstances:

- i. By giving reasonable notice to the Supplier;
- ii. If directed by the MAS to terminate the outsourcing agreement (i.e., the Agreement or Work Order) or to stop receiving the Material Ongoing Outsourced Relevant Service from the Supplier, for example in the circumstances described in paragraph 3.4.5 of the MAS Guidelines on Outsourcing (Banks);
- iii. If the Supplier, or a sub-contractor, where applicable, has failed to safeguard the confidentiality or integrity of Bank Customer Information or information of Citi S'pore that is in the custody of the Supplier or sub-contractor, where applicable, in relation to the provision of the Material Ongoing Outsourced Relevant Service;
- iv. If there has been a demonstrable deterioration in the ability of the Supplier or a sub-contractor, where applicable, to safeguard the confidentiality or integrity of the Bank Customer Information in its custody;
- v. If the Supplier has failed to comply with any written law related to the provision of the Material Ongoing Outsourced Relevant Service;
- vi. The Supplier has undergone or is undergoing a change in ownership and where such change might adversely affect whether Citi S'pore is able to satisfy itself of the Supplier's ability to provide the Material Ongoing Outsourced Relevant Service;
- vii. There has been a deterioration in the ability of the Supplier to provide the Material Ongoing Outsourced Relevant Service in accordance with the outsourcing agreement (i.e., the Agreement or Work Order);
- viii. Citi S'pore or any person appointed by Citi S'pore is prevented by the Supplier from obtaining any record, document, report or information relating to the provision of the Material Ongoing Outsourced Relevant Service; or
- ix. Citi S'pore is prevented by the Supplier from assessing the Supplier's compliance with the outsourcing agreement (i.e., the Agreement or Work Order).

C.2. Where the Supplier provides a Material Ongoing Outsourced Relevant Service to a Citi S'pore entity which is a bank in Singapore or a merchant bank in Singapore and Bank Customer Information is disclosed to the Supplier or sub-contractor, the following provisions shall apply:

C.2.1. The Supplier hereby acknowledges receipt of a written notice from Citi S'pore attached hereto as **Appendix I** highlighting:

- i. Citi S'pore's obligations of confidentiality under the Banking Act 1970 and common law;

- ii. The Supplier's obligation to keep Customer Information confidential under the Banking Act 1970; and
 - iii. In the case where the Material Ongoing Outsourced Relevant Service is to be performed outside Singapore, Citi S'pore's obligations to protect Bank Customer Information in accordance with the laws of the place where the Material Ongoing Outsourced Relevant Service is to be performed.
- C.2.2. The Supplier shall ensure that Bank Customer Information is disclosed to, or accessed, collected, copied, modified, used, stored or processed by, the Supplier and its employees or a sub-contractor and its employees only to the extent that it is necessary for the Supplier or the sub-contractor, and their respective employees, as the case may be, to provide the Material Ongoing Outsourced Relevant Service.
- C.3. Where the Supplier or sub-contractor is an overseas regulated financial institution and provides the Material Outsourced Relevant Service to a Citi S'pore entity which is a bank in Singapore or a merchant bank in Singapore, the following provisions shall apply:
- C.3.1. The Supplier or sub-contractor shall ensure that Citi S'pore and the MAS (in accordance with the Banking Act 1970) have access to Bank Customer Information and any record, document, report or information relating to the provision of the service by the Supplier.
 - C.3.2. The Supplier or sub-contractor shall ensure that the Bank Customer Information relating to the Material Ongoing Outsourced Relevant Service of Citi S'pore is adequately protected when accessed by a supervisory authority of the Supplier or sub-contractor, as the case may be.
 - C.3.3. The Supplier or sub-contractor shall immediately notify Citi S'pore of any request for Bank Customer Information from the supervisory authority, and adhere to Citi S'pore's criteria under which Citi S'pore or the Supplier or the sub-contractor, as the case may be, may disclose Bank Customer Information to the supervisory authority.

OUTSOURCED RELEVANT SERVICES INVOLVING THE DISCLOSURE OF BANK CUSTOMER INFORMATION³

- C.4. Where the Supplier provides an Outsourced Relevant Service which involves the disclosure of Bank Customer Information which is not a Material Ongoing Outsourced Relevant Service to a Citi S'pore entity which is a bank in Singapore or a merchant bank in Singapore, the following provisions shall apply:
- C.4.1. The Supplier shall protect the confidentiality and integrity of all Bank Customer Information.
 - C.4.2. The Supplier shall ensure that the Supplier and its employees only access, collect, store, process or use any Bank Customer Information to the extent that is necessary for the Supplier to provide the Outsourced Relevant Service.
 - C.4.3. The Supplier shall ensure that the Supplier and its employees do not disclose any Bank Customer Information to any third party unless compelled by law, in which case the Supplier must notify Citi S'pore as soon as practicable to the extent permitted by law.

³ MAS Notices 658 and 1121 and the MAS Guidelines on Outsourcing (Banks), as may be amended from time to time.

C.4.4. The Supplier shall, on request by Citi S'pore, satisfy Citi S'pore, its auditors, the MAS or any person appointed by the MAS, by the production of such evidence or information as the relevant person may require, that the Supplier is in compliance with Section C.4.1 of this Schedule / Local Country Addendum

C.4.5. Citi S'pore shall have the right to terminate the outsourcing agreement (i.e., the Agreement or Work Order) or stop receiving the Outsourced Relevant Service from the Supplier under any of the following circumstances:

- i. The Supplier has failed to safeguard the confidentiality or integrity of the Bank Customer Information in its custody.
- ii. There has been a demonstrable deterioration in the ability of the Supplier to safeguard the confidentiality or integrity of the Bank Customer Information in its custody.

Notwithstanding the foregoing, in the event any of the circumstances under Section C.4.5 arise, the Supplier shall notify Citi S'pore of the circumstances that have arisen as soon as possible.

C.4.6. The Supplier hereby acknowledges receipt of a written notice from Citi S'pore attached hereto as **Appendix I** highlighting:

- i. Citi S'pore's obligations of confidentiality under the Banking Act 1970 and common law;
- ii. The Supplier's obligation to keep Customer Information confidential under the Banking Act 1970; and
- iii. In the case where the Outsourced Relevant Service is to be performed outside Singapore, Citi S'pore's obligations to protect Bank Customer Information in accordance with the laws of the place where the Outsourced Relevant Service is to be performed.

C.4.7. The Supplier shall ensure that Bank Customer Information is disclosed to, or accessed, collected, copied, modified, used, stored or processed by, the Supplier and its employees only to the extent that it is necessary for the Supplier and its employees to provide the Outsourced Relevant Service.

C.4.8. In the event Citi S'pore terminates the outsourcing agreement (i.e., the Agreement or Work Order) relating to an Outsourced Relevant Service involving the disclosure of Bank Customer Information or stops obtaining or receiving the Outsourced Relevant Service involving the disclosure of Bank Customer Information, the Supplier shall ensure that all Bank Customer Information given to the Supplier is removed from the possession of the Supplier or is deleted, destroyed or rendered unusable as soon as possible except where the Supplier is prohibited from doing so by written law or foreign laws, in the case where the Outsourced Relevant Service is performed overseas.

OUTSOURCED RELEVANT SERVICES⁴

C.5. Where the Supplier provides an Outsourced Relevant Service (including a Material Ongoing Outsourced Relevant Service or an Outsourced Relevant Service involving the disclosure of

⁴ MAS Guidelines on Outsourcing (Banks), as may be amended from time to time.

Bank Customer Information) to a Citi S'pore entity which is a bank in Singapore or a merchant bank in Singapore, the following provisions shall apply:

Confidentiality and Security

- C.5.1. The Supplier shall comply with its obligations under the Agreement and Work Order and this Schedule/Local Country Addendum to ensure the adequacy and effectiveness of Citi's S'pore's security policies and practices.
- C.5.2. The Supplier shall not make changes to the approved and contracted service structure and any security settings without the prior written consent of Citi S'pore. The Supplier hereby acknowledges and agrees that breach of this Section C.5.2. shall entitle Citi S'pore to terminate the Agreement or Work Order in accordance with Section C.5.16 (Termination).
- C.5.3. The Supplier shall be liable for any losses suffered by Citi S'pore in the event of a breach of security or confidentiality and the Supplier's obligation to inform Citi S'pore.
- C.5.4. Notwithstanding anything to the contrary and subject to the provisions in this Schedule / Local Country Addendum, the Supplier shall not, without Citi S'pore's prior written consent, disclose Bank Customer Information provided pursuant to any Agreement or Work Order in any manner except as expressly authorized by the Agreement or Work Order. The Supplier and its employees or Personnel undertake to Use Bank Customer Information solely for the Permitted Purpose and in accordance with all of Citi S'pore's further instructions relating to such Use which Citi S'pore may issue from time to time (including instructions to completely cease Use of any specific Bank Customer Information).
- C.5.5. The Supplier shall at all times be capable of protecting all Bank Customer Information, documents, records and assets that are processed by and/or stored with the Supplier pursuant to the Agreement or Work Order. The Supplier shall take all necessary technical, personnel and organizational measures in order to:
 - i. maintain the confidentiality of Bank Customer Information between its various customers; and
 - ii. prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar issues.
- C.5.6. If the Supplier is directed by court order, subpoena or other legal or administrative proceeding, regulatory or supervisory agency's request or similar process to disclose any Bank Customer Information, the Supplier shall notify Citi S'pore in writing (unless it has a legal obligation to the contrary), with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or administrative, regulatory or supervisory agency's request or similar process, in order to permit application by Citi S'pore for an appropriate protective order.

Business Continuity Management

- C.5.7. The Supplier represents, warrants and covenants that it has in place satisfactory business continuity plans ("**BCP**"), evidencing how the Supplier shall, under exceptional circumstances, be in a position to perform its obligations under the Agreement or Work Order, including but not limited to continuity of service, disaster (whether natural or man-made) recovery plans that minimize the probability and impact of interruption to Citi S'pore's business including recovery time objectives, recovery point objectives and resumption operating capacities, back up processing, protecting program and data files and equipment for the orderly and expeditious provision of the Services. The Supplier will provide Citi S'pore with all required information in relation to the BCP, including any alternative locations or sites established by the Supplier for

such purposes. The Supplier further represents and warrants that the BCP shall be in place for the entire term of the Agreement or Work Order.

- C.5.8. The 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 notify Citi S'pore of any test finding that may affect the Supplier's performance. Where requested, Supplier shall also allow Citi S'pore to participate in and jointly test Supplier's BCP and disaster recovery exercises. The Supplier will ensure that all relevant personnel receive regular training in activating the BCP and executing recovery procedures. If the Supplier makes any substantial change(s) to the BCP or there are any adverse developments that may substantially impact the Services, it shall notify Citi S'pore in writing and provide a full description of such significant change(s) and/or adverse developments immediately.
- C.5.9. In the event that such test(s) on the BCP in relation to the Services are reasonably required by Citi S'pore in connection with the testing of its own business continuity plan, the Supplier shall co-operate fully with Citi S'pore to ensure that such test(s) are carried out as soon as reasonably practicable and accurately in accordance with Citi S'pore's reasonable requirements.
- C.5.10. The Supplier shall at all times be capable logically or physically segregating, clearly identifying and protecting all Bank Customer Information, documents, records, information and assets such that in adverse conditions, all such information, documents, records of transactions and information given to the Supplier, and assets of Citi S'pore, can be either promptly removed from the possession of the Supplier in order to continue its business operations, or deleted, destroyed or rendered unusable.

Monitoring and control of outsourcing arrangements

- C.5.11. The Supplier agrees to meet with Citi S'pore at any time and from time to time upon prior written notice being given to the Supplier at the reasonable request of Citi S'pore to review all aspects of the Services provided by the Supplier pursuant to an Agreement or Work Order and/or other matters of mutual interest to the Supplier and Citi S'pore and adopt any recommendations and/or measures reasonably proposed by Citi S'pore to ensure, inter alia, compliance with legal and regulatory obligations.

Audit and Inspection

- C.5.12. The Supplier agrees that the services it performs for a branch of a U.S. bank in Singapore are subject to examination of the Office of the Comptroller of the Currency ("OCC") and MAS.
- C.5.13. The Supplier shall, and shall procure its sub-contractors to:
- i. Allow Citi S'pore to obtain copies of any report or finding made on the Supplier and its sub-contractors in relation to the Services under the Agreement or Work Order, whether produced by the Supplier or its sub-contractors' internal or external auditors, or by agents appointed by the Supplier or its sub-contractors and provide the same to the MAS.
 - ii. Allow Citi S'pore, its internal or external auditors or agents and/or its regulators (the "**Citi S'pore auditing parties**"), the opportunity of inspecting, examining and auditing Supplier's and its sub-contractors' operations and business records which are relevant to the Services provided, including but not limited to, Supplier's and its sub-contractors' critical processes, to confirm that such processes meet industry standards in areas such as security and control environment, incident management, contingency planning, continuity of business plans, software engineering and test processes, change control procedures, critical staff succession planning and compliance with applicable laws and regulations;

- iii. Cooperate fully with the Citi S'pore auditing parties to ensure a prompt and accurate audit. If Citi S'pore provides recommendations for enhancing the Supplier's and its sub-contractors' critical processes, then the Supplier and its sub-contractors shall give due consideration to implementing such recommendations. The Supplier and its sub-contractors shall also use its best efforts to correct any practices which are found to be deficient as a result of any audit within a reasonable time after receipt of the audit report;
- iv. Adopt supervisory actions and additional measures which MAS may require to be taken by Citi S'pore, depending on the potential impact of the outsourcing on Citi S'pore and the financial system, or as circumstances warrant; and
- v. Adopt appropriate corrective measures, including enforcement actions, imposed by OCC to address violations of law and regulations or unsafe or unsound banking practices by Citi S'pore or the Supplier.

Retention of records

C.5.14. The Supplier shall remove from its possession, delete, destroy or render unusable Citi S'pore's information, documents, records and assets as directed by Citi S'pore, subject always to the legal requirements for the retention of records in Singapore. The Supplier shall keep complete and accurate records of all of its work and expenses in providing the Services to Citi S'pore for a period of seven (7) years from the date from which the record was created.

Notification of adverse developments

C.5.15. Supplier shall immediately notify Citi S'pore of any adverse developments or changes, including those affecting its Affiliates or approved assignees/outsources/sub-contractors (and their respective Personnel), that has or could be reasonably expected to have a material impact on the Supplier's ability to carry out (or Citi S'pore's ability to receive) the Services and/or Deliverables effectively and in accordance with the provisions of the Agreement or Work Order and this Schedule. Examples of adverse developments and changes, include but are not limited to:

- i. any interruption of Services (including unplanned unavailability of any systems, software or infrastructure Supplier uses to deliver the Services);
- ii. any event that could potentially lead to prolonged service failure or disruption to the Services;
- iii. any breach of security and confidentiality of Bank Customer Information;
- iv. any force majeure or other event that would cause Supplier to invoke business continuity or disaster recovery plans;
- v. any strategic business change that could impact Service provision such as a change of control of Supplier; and
- vi. any issues identified by Supplier's internal or external auditors that may have or has a material adverse impact on the provision of the Services.

Termination

C.5.16. Notwithstanding anything to contrary in the Agreement and/or Work Order, Citi S'pore shall have the right to terminate an Agreement and/or Work Order with immediate effect and without penalty in any of the following circumstances:

- i. in the event of default by Supplier;
- ii. by giving reasonable notice to the Supplier;
- iii. if the Supplier or sub-contractor, as the case may be, failed to safeguard the confidentiality or integrity of Bank Customer Information of Citi S'pore; or
- iv. if there has been a demonstrable deterioration in the ability of the Supplier or its sub-contractors to safeguard the confidentiality of Bank Customer Information.

C.5.17. Commencing upon notice to Supplier of termination (or for a material amendment) of the Agreement or Work Order and continuing through the effective date of termination (or amendment), the Supplier will provide to Citi S'pore reasonable termination (or amendment) assistance requested by Citi S'pore to allow the use of the Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the Agreement or Work Order to a third party supplier or "bridge- institution⁵" as desired by Citi S'pore. If requested by Citi S'pore, the Supplier will reasonably cooperate with the third party supplier or bridge-institution in connection with the preparation and implementation of a transition plan by such party.

C.5.18. Upon termination of the Agreement or Work Order, the Supplier shall allow Citi S'pore to remove from the Supplier all documents, records of transactions and information previously provided to the Supplier (including without limitation, information incorporated in computer software or held in electronic storage media, together with any analyses, compilations, studies, reports or other documents or materials containing any such data, Bank Customer Information, as are in the possession or control of the Supplier), and Citi S'pore shall be allowed to delete, destroy or render unusable by the Supplier all such data or Bank Customer Information previously given. The Supplier shall certify in writing to Citi S'pore within seven (7) days of the termination of the Agreement and/or Work Order that it has not retained any such data or Bank Customer Information in any form whatsoever.

Sub-contracting

C.5.19. Supplier is solely responsible for all acts and omissions of its sub-contractors, including the performance and risk management practices of such sub-contractors, as if such acts and omissions were its own.

C.5.20. Supplier shall ensure that its sub-contractors comply with the provisions in its agreement with the Supplier, including the prudent practices set out in the MAS Guidelines on Outsourcing (Banks).

C.5.21. To the extent that the Supplier is so permitted by Citi S'pore to assign, outsource or subcontract any of its obligations set forth in the Agreement and/or Work Order pursuant to the sub-clauses above, the Supplier shall procure the compliance by all assignees/outsourcees/sub-contractors (and their respective Personnel) with the provisions of the Agreement, Work Order and this Schedule / Local Country Addendum relating to the performance of such obligations (including, without limitation, provisions relating to security and confidentiality, audit and inspection and business continuity management).

Supplier Personnel

C.5.22. Supplier shall ensure that all its Personnel involved in the provision of the Services are assessed to meet and comply with Citi S'pore's hiring policies and standards, as made

⁵ As defined in the MAS Guidelines on Outsourcing (Banks), as may be amended from time to time.

known to Supplier, for the respective services or roles they are providing or performing. Examples of the relevant assessment criteria, include but are not limited to:

- i. whether they have been the subject of any proceedings of a disciplinary or criminal nature;
- ii. whether they have been convicted of any offence (in particular, that associated with a finding of fraud, misrepresentation or dishonesty);
- iii. whether they have accepted civil liability for fraud or misrepresentation; and
- iv. whether they are financially sound.

OUTSOURCED SERVICES PROVIDED TO FINANCIAL INSTITUTIONS OTHER THAN BANKS⁶

C6. Where the Supplier provides an outsourced service to a Citi S'pore entity which is financial institution other than a bank in Singapore or a merchant bank in Singapore, the following provisions shall apply:

Confidentiality and Security

- C.6.1. The Supplier shall comply with its obligations under the Agreement and Work Order and this Schedule/Local Country Addendum to ensure the adequacy and effectiveness of Citi's S'pore's security policies and practices.
- C.6.2. The Supplier shall not make changes to the approved and contracted service structure and any security settings without the prior written consent of Citi S'pore. The Supplier hereby acknowledges and agrees that breach of this Section C.6.2. shall entitle Citi S'pore to terminate the Agreement or Work Order in accordance with Section C.6.17. (Termination).
- C.6.3. The Supplier shall be liable for any losses suffered by Citi S'pore in the event of a breach of security or confidentiality and the Supplier's obligation to inform Citi S'pore.
- C.6.4. Notwithstanding anything to the contrary and subject to the provisions in this Schedule / Local Country Addendum, the Supplier shall not, without Citi S'pore's prior written consent, disclose FI Customer Information provided pursuant to any Agreement or Work Order in any manner except as expressly authorized by the Agreement or Work Order. The Supplier and its employees or Personnel undertake to Use FI Customer Information solely for the Permitted Purpose and in accordance with all of Citi S'pore's further instructions relating to such Use which Citi S'pore may issue from time to time (including instructions to completely cease Use of any specific FI Customer Information).
- C.6.5. The Supplier shall at all times be capable of protecting all FI Customer Information, documents, records and assets that are processed by and/or stored with the Supplier pursuant to the Agreement or Work Order. The Supplier shall take all necessary technical, personnel and organizational measures in order to:
 - i. maintain the confidentiality of FI Customer Information between its various customers; and
 - ii. prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar issues.
- C.6.6. If the Supplier is directed by court order, subpoena or other legal or administrative proceeding, regulatory or supervisory agency's request or similar process to disclose

⁶ MAS Guidelines on Outsourcing (Financial Institutions other than Banks), as may be amended from time to time.

any FI Customer Information, the Supplier shall notify Citi S'pore in writing (unless it has a legal obligation to the contrary), with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or administrative, regulatory or supervisory agency's request or similar process, in order to permit application by Citi S'pore for an appropriate protective order.

C.6.7. The Supplier shall:

- i. notify Citi S'pore if any overseas regulator or authority were to seek access to FI Customer Information or if a situation were to arise where the rights of access of Citi S'pore or the MAS as set out in this Schedule have been restricted or denied; and
- ii. attend to whatever queries MAS may have and cooperate with MAS in supervising the outsourcing risks to Citi S'pore, including complying, as soon as possible, with any request from MAS or Citi S'pore for the Supplier or its sub-contractors to submit any reports on the security or control environment of the Supplier or its sub-contractors in relation to the Services.

Business Continuity Management

C.6.8. The Supplier represents, warrants and covenants that it has in place satisfactory business continuity plans ("**BCP**"), evidencing how the Supplier shall, under exceptional circumstances, be in a position to perform its obligations under the Agreement or Work Order, including but not limited to continuity of service, disaster (whether natural or man-made) recovery plans that minimize the probability and impact of interruption to Citi S'pore's business including recovery time objectives, recovery point objectives and resumption operating capacities, back up processing, protecting program and data files and equipment for the orderly and expeditious provision of the Services. The Supplier will provide Citi S'pore with all required information in relation to the BCP, including any alternative locations or sites established by the Supplier for such purposes. The Supplier further represents and warrants that the BCP shall be in place for the entire term of the Agreement or Work Order.

C.6.9. The 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 notify Citi S'pore of any test finding that may affect the Supplier's performance. Where requested, Supplier shall also allow Citi S'pore to participate in and jointly test Supplier's BCP and disaster recovery exercises. The Supplier will ensure that all relevant personnel receive regular training in activating the BCP and executing recovery procedures. If the Supplier makes any substantial change(s) to the BCP or there are any adverse developments that may substantially impact the Services, it shall notify Citi S'pore in writing and provide a full description of such significant change(s) and/or adverse developments immediately.

C.6.10. In the event that such test(s) on the BCP in relation to the Services are reasonably required by Citi S'pore in connection with the testing of its own business continuity plan, the Supplier shall co-operate fully with Citi S'pore to ensure that such test(s) are carried out as soon as reasonably practicable and accurately in accordance with Citi S'pore's reasonable requirements.

C.6.11. The Supplier shall at all times be capable logically or physically segregating, clearly identifying and protecting all FI Customer Information, documents, records, information and assets such that in adverse conditions, all such information, documents, records of transactions and information given to the Supplier, and assets of Citi S'pore, can be either promptly removed from the possession of the Supplier in order to continue its business operations, or deleted, destroyed or rendered unusable.

Monitoring and control of outsourcing arrangements

C.6.12. The Supplier agrees to meet with Citi S'pore at any time and from time to time upon prior written notice being given to the Supplier at the reasonable request of Citi S'pore to review all aspects of the Services provided by the Supplier pursuant to an Agreement or Work Order and/or other matters of mutual interest to the Supplier and Citi S'pore and adopt any recommendations and/or measures reasonably proposed by Citi S'pore to ensure, inter alia, compliance with legal and regulatory obligations.

Audit and Inspection

C.6.13. The Supplier agrees that the services it performs for a branch of a U.S. bank in Singapore are subject to examination of the Office of the Comptroller of the Currency ("**OCC**") and the MAS.

C.6.14. The Supplier shall, and shall procure its sub-contractors to:

- i. Allow Citi S'pore to obtain copies of any report or finding made on the Supplier and its sub-contractors in relation to the Services under the Agreement or Work Order, whether produced by the Supplier or its sub-contractors' internal or external auditors, or by agents appointed by the Supplier or its sub-contractors and provide the same to the MAS.
- ii. Allow Citi S'pore, its internal or external auditors or agents and/or its regulators (the "**Citi S'pore auditing parties**"), the opportunity of inspecting, examining and auditing Supplier's and its sub-contractors' operations and business records which are relevant to the Services provided, including but not limited to, Supplier's and its sub-contractors' critical processes, to confirm that such processes meet industry standards in areas such as security and control environment, incident management, contingency planning, continuity of business plans, software engineering and test processes, change control procedures, critical staff succession planning and compliance with applicable laws and regulations;
- iii. Allow any regulator (including the MAS), or any agent appointed by such regulators, to (i) access and inspect the Supplier and its sub-contractors, and to obtain records and documents, of transactions, and information of Citi S'pore given to, stored at or processed by the Supplier and its sub-contractors; and (ii) access any report and finding made on the Supplier and its sub-contractors in relation to the Services under the Work Order, whether produced by the Supplier or its sub-contractors' internal or external auditors, or by agents appointed by the Supplier and its sub-contractors;
- iv. Cooperate fully with the Citi S'pore auditing parties to ensure a prompt and accurate audit. If Citi S'pore provides recommendations for enhancing the Supplier's and its sub-contractors' critical processes, then the Supplier and its sub-contractors shall give due consideration to implementing such recommendations. The Supplier and its sub-contractors shall also use its best efforts to correct any practices which are found to be deficient as a result of any audit within a reasonable time after receipt of the audit report;
- v. Adopt supervisory actions and additional measures which MAS may require to be taken by Citi S'pore, depending on the potential impact of the outsourcing on Citi S'pore and the financial system, or as circumstances warrant; and
- vi. Adopt appropriate corrective measures, including enforcement actions, imposed by OCC to address violations of law and regulations or unsafe or unsound banking practices by Citi S'pore or the Supplier.

Retention of records

C.6.15. The Supplier shall remove from its possession, delete, destroy or render unusable Citi S'pore's information, documents, records and assets as directed by Citi S'pore, subject

always to the legal requirements for the retention of records in Singapore. The Supplier shall keep complete and accurate records of all of its work and expenses in providing the Services to Citi S'pore for a period of seven (7) years from the date from which the record was created.

Notification of adverse developments

C.6.16. Supplier shall immediately notify Citi S'pore of any adverse developments or changes, including those affecting its Affiliates or approved assignees/outsources/sub-contractors (and their respective Personnel), that has or could be reasonably expected to have a material impact on the Supplier's ability to carry out (or Citi S'pore's ability to receive) the Services and/or Deliverables effectively and in accordance with the provisions of the Agreement and this Schedule. Examples of adverse developments and changes, include but are not limited to:

- i. any interruption of Services (including unplanned unavailability of any systems, software or infrastructure Supplier uses to deliver the Services);
- ii. any event that could potentially lead to prolonged service failure or disruption to the Services;
- iii. any breach of security and confidentiality of FI Customer Information;
- iv. any force majeure or other event that would cause Supplier to invoke business continuity or disaster recovery plans;
- v. any strategic business change that could impact Service provision such as a change of control of Supplier; and
- vi. any issues identified by Supplier's internal or external auditors that may have or has a material adverse impact on the provision of the Services.

Termination

C.6.17. Notwithstanding anything to contrary in the Agreement and/or Work Order, Citi S'pore shall have the right to terminate an Agreement and/or Work Order with immediate effect and without penalty by giving written notice in any of the following circumstances:

- i. in the event of default by Supplier;
- ii. if the Supplier or sub-contractor, as the case may be, failed to safeguard the confidentiality or integrity of FI Customer Information of Citi S'pore;
- iii. if there has been a demonstrable deterioration in the ability of the Supplier or its sub-contractors to safeguard the confidentiality of FI Customer Information;
- iv. a breach of confidentiality;
- v. the Supplier undergoes a change in ownership;
- vi. the Supplier becomes insolvent or goes into liquidation; or
- vii. the Supplier goes into receivership or judicial management whether in Singapore or elsewhere.

C.6.18. Commencing upon notice to Supplier of termination (or for a material amendment) of the Agreement or Work Order and continuing through the effective date of termination (or

amendment), the Supplier will provide to Citi S'pore reasonable termination (or amendment) assistance requested by Citi S'pore to allow the use of the Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the Agreement or Work Order to a third party supplier or "bridge- institution"⁷ as desired by Citi S'pore. If requested by Citi S'pore, the Supplier will reasonably cooperate with the third party supplier or bridge-institution in connection with the preparation and implementation of a transition plan by such party.

- C.6.19. Upon termination of the Agreement and/or Work Order, the Supplier shall allow Citi S'pore to remove from the Supplier all documents, records of transactions and information previously provided to the Supplier (including without limitation, information incorporated in computer software or held in electronic storage media, together with any analyses, compilations, studies, reports or other documents or materials containing any such data, FI Customer Information, as are in the possession or control of the Supplier), and Citi S'pore shall be allowed to delete, destroy or render unusable by the Supplier all such data, FI Customer Information previously given. The Supplier shall certify in writing to Citi S'pore within seven (7) days of the termination of the Agreement and/or Work Order that it has not retained any such data, FI Customer Information in any form whatsoever.

Sub-contracting

- C.6.20. Supplier is solely responsible for all acts and omissions of its sub-contractors, including the performance and risk management practices of such sub-contractors, as if such acts and omissions were its own.
- C.6.21. Supplier shall ensure that its sub-contractors comply with the provisions in its agreement with the Supplier, including the prudent practices set out in the MAS Guidelines on Outsourcing (Financial Institutions other than Banks).
- C.6.22. Notwithstanding anything to the contrary in the Agreement and/or Work Order, the Supplier shall not assign, outsource or sub-contract any or all of its obligations set forth in the Agreement and/or Work Order relating to material outsourcing arrangements or any part of material outsourcing arrangements to any third parties without the prior written consent of Citi S'pore.
- C.6.23. Supplier's use of a sub-contractor pursuant to any consent provided is subject to the condition that Supplier will ensure that its own agreement with such sub-contractor includes provisions that permit Citi S'pore and its (or its Affiliates') Regulators, internal and external auditors and agents to have reasonable access to the books and records of the sub-contractor, as well as the right to perform audits on the sub-contractor, under the same terms and conditions as described in Section C.6.13 and C.6.14 (Inspection and Rights of Audit).
- C.6.24. To the extent that the Supplier is so permitted by Citi S'pore to assign, outsource or subcontract any of its obligations set forth in the Agreement and/or Work Order pursuant to the sub-clauses above, the Supplier shall procure the compliance by all assignees/outsourcees/sub-contractors (and their respective Personnel) with the provisions of the Agreement, Work Order and this Schedule / Local Country Addendum relating to the performance of such obligations (including, without limitation, provisions relating to security and confidentiality, audit and inspection and business continuity management).

Supplier Personnel

⁷ As defined in the MAS Guidelines on Outsourcing (Financial Institutions other than Banks), as may be amended from time to time.

- C.6.25. Supplier shall ensure that all its Personnel involved in the provision of the Services are assessed to meet and comply with Citi S'pore's hiring policies and standards, as made known to Supplier, for the respective services or roles they are providing or performing. Examples of the relevant assessment criteria, include but are not limited to:
- i. whether they have been the subject of any proceedings of a disciplinary or criminal nature;
 - ii. whether they have been convicted of any offence (in particular, that associated with a finding of fraud, misrepresentation or dishonesty);
 - iii. whether they have accepted civil liability for fraud or misrepresentation; and
 - iv. whether they are financially sound.

D. PERSONAL DATA PROTECTION⁸

- D.1. Notwithstanding anything to the contrary and subject to the provisions in this Schedule / Local Country Addendum, the Supplier shall not, without Citi S'pore's prior written consent, disclose Personal Data provided pursuant to any Agreement or Work Order in any manner except as expressly authorized by the Agreement or Work Order. The Supplier undertakes to Use Personal Data solely for the Permitted Purpose and in accordance with all of Citi S'pore's further instructions relating to such Use which Citi S'pore may issue from time to time (including instructions to completely cease Use of any specific Personal Data).
- D.2. Notwithstanding anything stated to the contrary, Supplier shall comply with all its obligations under the PDPA with respect to the Use of Personal Data provided by Citi S'pore.
- D.2.1. Direct Collection of Personal Data: Where the Supplier collects any Personal Data directly from Citi Personnel or any third party, it shall limit the collection of such Personal Data to the Permitted Purposes, and only with the prior notification or consent of the individual ("**Subject Individuals**") in such manner as Citi S'pore may prescribe.
- D.2.2. Where required by Citi S'pore in respect of Personal Data, Supplier shall provide Citi S'pore with full details of its internal procedures and processes with regards to its Use of Personal Data ("**Data Protection Processes**") and will work with Citi S'pore within the agreed timescales to prepare and agree in writing (amending its current procedures as required), a method for ensuring its procedures comply with Citi S'pore's requirements as notified to Supplier. If at any time the Supplier changes any of its Data Protection Processes affecting the Agreement and/or Work Order as agreed with Citi S'pore pursuant to this sub-clause, it will promptly notify Citi S'pore in writing of such changes and refrain from implementing and using any such changes unless and until agreed by Citi S'pore.
- D.2.3. Transfer of Personal Data: The Supplier shall not transfer Personal Data to a place outside Singapore without Citi S'pore's prior written consent. If Citi S'pore provides such consent, the Supplier shall:
- i. only store and process such Personal Data in the locations specified in the Agreement or Work Order; and
 - ii. provide a written undertaking to Citi S'pore that the Personal Data transferred outside Singapore shall be protected at a standard that is comparable to that under the PDPA. If the Supplier transfers Personal Data to any third party overseas (including its subsidiaries, affiliates, sub-processors and sub-contractors), the Supplier shall procure the same written undertaking from such

⁸ Personal Data Protection Act 2012, as may be amended from time to time.

third party and ensure that the Personal Data shall be protected at a standard that is comparable to that under the PDPA.

D.2.4. Security

The Supplier shall protect Personal Data in the Supplier's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data, or other similar risks. For the purpose of this Schedule / Local Country Addendum, "reasonable security arrangements" include security arrangements set out in Citi S'pore's policies and processes referenced in the Agreement.

D.2.5. The Supplier shall provide Citi S'pore with access to the Personal Data that the Supplier has in its possession or control, as soon as practicable upon Citi S'pore's written request.

D.2.6. The Supplier shall put in place adequate measures to ensure that the Personal Data in its possession or control remain or is otherwise accurate and complete. In any case, the Supplier shall take steps to correct any errors in the Personal Data, as soon as practicable upon Citi S'pore's written request.

D.2.7. The Supplier shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement. The Supplier shall, upon the request of Citi S'pore:

- i. return to Citi S'pore, all Personal Data; or
- ii. delete all Personal Data in its possession,

and, after returning or deleting all Personal Data, provide Citi S'pore with written confirmation that it no longer possesses any Personal Data. Where applicable, the Supplier shall also instruct all third parties to whom it has disclosed Personal Data for the purposes of this Schedule / Local Country Addendum to return to the Supplier or delete, such Personal Data.

D.2.8. The Supplier shall immediately notify Citi S'pore when the Supplier becomes aware of a breach of any of its obligations in Sections D.2.1. to D.2.7. above.

D.2.9. For the purpose of this section D.2.9, "**Data Breach**" shall mean the unauthorized (including accidental or intentional) access, collection, use, disclosure, copying, modification, disposal, loss, damage or destruction of Personal Data, and "**Affected Individual**" shall mean any individual to whom any Personal Data affected by a Data Breach (as defined above) relates. Without limiting the provisions in Section D.2.8 and Section D.3. in this Schedule / Local Country Addendum:

- i. Supplier must immediately notify Citi S'pore of any Data Breach and shall provide Citi S'pore with a detailed description of the Data Breach, the type of Personal Data that was the subject of the Data Breach and the identity of each Affected Individual, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information Citi S'pore may reasonably request relating to the Data Breach).
- ii. Supplier shall provide full cooperation and assistance to Citi S'pore in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Data Breach and (ii) comply with notification obligations to individuals, clients or regulatory authorities.

D.2.10. The Supplier shall, upon the request of Citi S'pore, provide full cooperation and assistance to Citi S'pore to comply any data porting request made under the PDPA, including without limitation, (a) providing Citi S'pore with all Personal Information it holds in relation to the relevant individual within the timescales required by Citi S'pore, (b) fulfilling any requirements under the applicable law and regulations for providing and transmitting the applicable data under a porting request, and (c) assisting Citi S'pore to comply with the individual's porting request within the relevant timescales set out by Citi S'pore and in accordance with Citi S'pore's instructions.

D.3. To the extent that the Supplier receives, from an individual (or a person/entity acting on the individual's behalf), a request, complaint or other third party communication which is in any way related to Personal Data, it will notify Citi S'pore of such request, complaint or other communication promptly and provide Citi S'pore with its full co-operation and assistance, including by: (i) providing Citi S'pore with full details of the request, complaint or other communication; (ii) if required, assisting Citi to comply with the individual's access request within the relevant timescales set out by Citi and in accordance with Citi S'pore's instructions; (iii) providing Citi S'pore with all Personal Data it holds in relation to the relevant individual within the timescales required by Citi S'pore; and (iv) providing Citi S'pore with any other information reasonably requested by Citi S'pore in connection thereto.

E. CLOUD COMPUTING SERVICES ⁹

E.1 Where the Supplier has been approved by Citi S'pore to provide public or private cloud computing services or a portion of the Services that Supplier has been approved by Citi S'pore to provide involve the use of public or private cloud architecture, technology or a multi-tenanted system, such as Software as a Service ("SaaS"), Platform as a Service ("PaaS") or Infrastructure as a Service ("IaaS"), the Supplier shall:

E.1.1. comply with the standards of protection required under the PDPA when they process Personal Data as data intermediaries;

E.1.2. clearly identify and segregate all Customer Information, Protected Information, Bank Customer Information or FI Customer Information using strong physical or logical controls that have been reviewed and approved by Citi S'pore;

E.1.3. implement robust access controls that have been reviewed and approved by Citi S'pore to protect all Customer Information, Protected Information, Bank Customer Information or FI Customer Information at all times; and

E.1.4. not make changes to the approved and contracted service structure and any security settings without the prior written consent of Citi S'pore. The Supplier hereby acknowledges and agrees that breach of this Section E.1.4. shall entitle Citi S'pore to terminate the Work Order in accordance with the relevant termination provisions in this Schedule / Local Country Addendum.

F. TECHNOLOGY RISK MANAGEMENT¹⁰

⁹ Personal Data Protection Act 2012, the MAS Guidelines on Outsourcing (Banks) and the MAS Guidelines on Outsourcing (Financial Institutions other than Banks), as may be amended from time to time.

¹⁰ The MAS Technology Risk Management Guidelines, as may be amended from time to time.

- F.1. At Citi S'pore's request, the Supplier shall ensure that all its Personnel involved in the provision of the Services who have access to Citi S'pore's information assets¹¹ participate in and complete an IT security awareness training programme.

G. CYBERSECURITY¹²

- G.1 The Supplier acknowledges that Citi S'pore has been designated as owner of Critical Information Infrastructure by the Commissioner of Cybersecurity. Where (a) the Services and/or Deliverables and/or the Infrastructure used to deliver the same, comprise the Critical Information Infrastructure, or interconnect with or communicate with the Critical Information Infrastructure; or (b) other Infrastructure under the Supplier's control interconnect with or communicate with the Critical Information Infrastructure, the following provisions shall apply.

G.1.1. where required by Citi S'pore, the Supplier will co-operate with and provide, or procure its sub-contractors to co-operate with and provide, prompt assistance to Citi S'pore in relation to any obligations or requirements under the Cybersecurity Act 2018, subsidiary legislation, regulations or codes of practice or standards of performance (as may be amended from time to time) that Citi S'pore is required to comply with in relation to the Services and/or Deliverables and/or the Infrastructure used to deliver the same. Such co-operation and assistance may extend to cybersecurity audits and risk assessments as required under the Cybersecurity Act 2018;

G.1.2. specifically, the Supplier must:

- i. notify Citi S'pore of prescribed cybersecurity incidents or any other type of cybersecurity incidents as may be specified by the Commissioner of Cybersecurity in respect of (1) the Services and/or Deliverables and/or the Infrastructure used to deliver the same; and (2) other Infrastructure under the Supplier's control that are interconnected with or that communicate with the Critical Information Infrastructure:
 - a. by providing to Citi S'pore, within 1 hour after becoming aware of the cybersecurity incident(s), the details set out in Regulation 5(1)(a) of the Cybersecurity (Critical Information Infrastructure) Regulations 2018 (as may be amended from time to time) (the "**CII Regulations**"); and
 - b. by providing to Citi S'pore, within 7 days after the providing the details stated at Section **Error! Reference source not found.** above, the details set out in Regulation 5(1)(b) of the CII Regulations.
- ii. inform Citi S'pore in the event that there is any change in the beneficial or legal ownership (including any share in such ownership) of the Infrastructure used to deliver the Services and/or Deliverables, not later than 4 days after the date of that change in ownership; and
- iii. notify Citi S'pore if a Material Change is made to the design, configuration, security or operation of the Services and/or Deliverables and/or the Infrastructure used to deliver the same not later than 15 days after the change is made.

¹¹ Information assets include data, hardware and software. Information assets are not limited to those that are owned by the financial institution ("FI"). They also include those that are entrusted to the FI by customers or third parties, rented or leased by the FI, and those that are used by service providers to deliver their services to the FI.

¹² Cybersecurity Act 2018 and the MAS Technology Risk Management Guidelines, as may be amended from time to time.

- G.2. Where Citi S'pore has been designated by the Commissioner of Cybersecurity as a provider of an essential service responsible for the cybersecurity of third-party-owned Critical Information Infrastructure and the Supplier is the owner of that Critical Information Infrastructure, the following provisions shall apply:
- G.2.1. upon the request of Citi S'pore pursuant to a notice issued by the Commissioner of Cybersecurity, the Supplier will furnish the following to Citi S'pore within a reasonable time period:
- i. information on the design, configuration and security of Critical Information Infrastructure;
 - ii. information on the design, configuration and security of any Infrastructure under the Supplier's control that is interconnected with or that communicates with the Critical Information Infrastructure;
 - iii. information relating to the operation of the Critical Information Infrastructure, and of any Infrastructure under the Supplier's control that is interconnected with or that communicates with the Critical Information Infrastructure; and
 - iv. any other information that the Commissioner of Cybersecurity may require in order to ascertain the level of cybersecurity of the Critical Information Infrastructure.
- G.2.2. upon the request of Citi S'pore pursuant to a notice issued by the Commissioner of Cybersecurity, the Supplier will notify Citi S'pore when a material change is made by or on behalf of the Supplier to the design, configuration, security or operation of the Critical Information Infrastructure after any information has been furnished to Citi S'pore pursuant to a request set out at G.2.1. above, not later than 30 days after the change is made, so that Citi S'pore may notify the Commissioner of Cybersecurity in accordance with requirements in the Cybersecurity Act 2018.
- G.2.3. the Supplier will ensure that any applicable prescribed technical or other standards relating to cybersecurity are maintained in respect of that Critical Information Infrastructure.
- G.2.4. where the Commissioner of Cybersecurity issues a direction to Citi S'pore and compliance with such direction requires action or cooperation from the Supplier, the Supplier will take such action or provide such cooperation.
- G.2.5. the Supplier will notify Citi S'pore of any change in the beneficial or legal ownership (including any share in such ownership) of the Critical Information Infrastructure, not later than 7 days after the date of that change in ownership.
- G.2.6. the Supplier will notify the provider of the occurrence of any of the following, within the period prescribed by law, after becoming aware of such occurrence:
- i. a prescribed cybersecurity incident in respect of the Critical Information Infrastructure;
 - ii. a prescribed cybersecurity incident in respect of any Infrastructure under the Supplier's control that is interconnected with or that communicates with the Critical Information Infrastructure;

- iii. any other type of cybersecurity incident in respect of the Critical Information Infrastructure that the Commissioner of Cybersecurity has specified by written direction to Citi S'pore.

G.2.7. the Supplier will:

- i. at least once every 2 years (or at such higher frequency as the Commissioner of Cybersecurity may require in any particular case by written notice to Citi S'pore), starting from the date of the notice of designation issued to Citi S'pore under section 16A(1) of the Cybersecurity Act 2018, cause an audit of the adherence of the Critical Information Infrastructure to any prescribed technical or other standards relating to cybersecurity that are to be maintained in respect of the Critical Information Infrastructure, to be carried out by an auditor approved by the Commissioner of Cybersecurity;
- ii. at least once a year, starting from the date of the notice of designation issued to Citi S'pore under section 16A(1) of the Cybersecurity Act 2018, conduct a cybersecurity risk assessment of the Critical Information Infrastructure in the prescribed form or manner;
- iii. furnish a copy of the report of any audit mentioned in Section G.2.7(i), and the report of any cybersecurity risk assessment mentioned in Section G.2.7(ii), to Citi S'pore, not later than 30 days after the completion of the audit or assessment (as the case may be);
- iv. carry out again any aspect of an audit mentioned in Section G.2.7(i) as required by Citi S'pore pursuant to a direction from the Commissioner of Cybersecurity under section 16J(6) of the Cybersecurity Act 2018;
- v. cause an audit in respect of the Critical Information Infrastructure to be carried out by an auditor approved by the Commissioner of Cybersecurity, as required by Citi S'pore pursuant to a direction from the Commissioner of Cybersecurity under section 16J(7) of the Cybersecurity Act 2018;
- vi. carry out further steps to evaluate the level of cybersecurity of the Critical Information Infrastructure, or cause another cybersecurity risk assessment of the Critical Information Infrastructure to be conducted by a cybersecurity service professional approved by the Commissioner of Cybersecurity, as required Citi S'pore pursuant to a direction from the Commissioner of Cybersecurity under section 16J(8) of the Cybersecurity Act 2018; and
- vii. carry out another audit or cybersecurity risk assessment in addition to the audit or cybersecurity risk assessment mentioned in Sections G.2.7(i) and (ii), as required by Citi S'pore pursuant to a direction from the Commissioner of Cybersecurity under section 16J(9) of the Cybersecurity Act 2018.

G.3. If the Supplier provides a Licensable Cybersecurity Service as part of the Services, the Supplier represents, warrants and undertakes that it is and continues to be the holder of a valid licence granted by under the Cybersecurity Act 2018.

G.4. On request by Citi S'pore, the Supplier shall, and shall procure its sub-contractors to, participate in any cybersecurity exercise conducted by the Commissioner of Cybersecurity and/or Citi S'pore, at such reasonable cost to be agreed between the Supplier and Citi S'pore. If parties are unable to agree on the cost, such cost is to be borne by both parties in equal shares.

H. CYBER HYGIENE¹³

- H.1 Where the Supplier is providing any system (i.e. hardware or software) to Citi S'pore, the Supplier shall, and shall procure its sub-contractors to, put in place the cyber hygiene practices stated in the applicable Notice(s) on Cyber Hygiene from the MAS (e.g. MAS Notice No. FSM-N06) (as may be amended from time to time)), relating to administrative accounts, security patches, security standards, network perimeter defence, malware protection and multi-factor authentication.

I. GOVERNING LAW AND JURISDICTION¹⁴

- I.1. Notwithstanding any term to the contrary in the Agreement, the governing law and jurisdiction clause as it applies to this Schedule and Work Orders entered into by Citi S'pore is varied as follows: "The validity of this Agreement as it applies to the Work Order, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties to the Work Order shall be governed by the laws of Singapore. The parties to the Work Order submit to the non-exclusive jurisdiction of the courts of Singapore."

J. PROHIBITION ORDERS¹⁵

- J.1 Supplier shall ensure that Supplier and all its Personnel directly or indirectly involved in the provision of the Services are not persons against whom the MAS has made a prohibition order, to the extent that the activity, business, service or relevant function in relation to the Services is prohibited by the prohibition order.

K. SURVIVAL

- K.1 The provisions of this Schedule that, by their nature and content, must survive the completion, rescission, termination or expiration in order to achieve their fundamental purpose and effect hereof, shall so survive the Agreement and Work Order, and continue to bind the Supplier.
- K.2 Without limiting the generality of the foregoing, the following provisions shall survive: Sections B, C.5.10, C.6.11, C.5.17, C.5.18, C.6.18., C.6.19., E.1.3 and I.

[APPENDIX I – PRIVACY OF CUSTOMER INFORMATION UNDER THE BANKING ACT 1970 APPLICABLE TO CITIBANK N.A., SINGAPORE BRANCH AND CITIBANK SINGAPORE LIMITED AND CITICORP INVESTMENT BANK \(SINGAPORE\) LIMITED](#)

[APPENDIX II - SINGAPORE LAWS AND REGULATION – CONFIDENTIALITY AND PRIVACY OF CUSTOMER INFORMATION UNDERTAKING \(FOR THE SUPPLIER\)](#)

[APPENDIX III - SINGAPORE LAWS AND REGULATIONS - CONFIDENTIALITY AND PRIVACY OF CUSTOMER INFORMATION UNDERTAKING \(FOR SUPPLIER'S EMPLOYEES/AGENTS/SERVANTS/PERSONNEL\)](#)

¹³ MAS Notice On Cyber Hygiene as may be amended from time to time, e.g. No. FSM-N06 and similar Notices applicable to relevant entities.

¹⁴ The MAS Guidelines on Outsourcing (Banks) and the MAS Guidelines on Outsourcing (Financial Institutions other than Banks), as may be amended from time to time.

¹⁵ Financial Services and Markets Act 2022, as may be amended from time to time.

APPENDIX IV - SINGAPORE LAWS AND REGULATIONS – CONFIDENTIALITY UNDER THE TRUST COMPANIES ACT
2005 APPLICABLE TO CITICORP TRUSTEE (SINGAPORE) LIMITED