

## **SCHEDULE O – TAIWAN LAW REQUIREMENTS**

(Version 13 – 4 March 2026)

### **A. REGULATOR CONTROL**

1. Supplier shall, except to the extent prohibited or restricted by any law, regulation, or legal authority (including but not limited to any in the host country of Supplier):
  - (i) adopt, as it relates to the Services, supervisory actions and additional measures to reasonably assist Citi's adoption of necessary measures which the Regulators (including but not limited to Office of the Comptroller of the Currency, the Financial Supervisory Commission, the Central Bank of China, and any other Taiwan regulators, collectively referred to herein as the "Regulators") may require to be taken by Citi (which may include obtaining necessary approvals or consents from the regulators of Supplier, if any, and negotiate and amend the Agreement and/or any contracts between Supplier and any sub-contractors to incorporate contract clauses mandated by the Regulators), depending on the potential impact of the outsourcing on Citi and the financial system, or as circumstances warrant; and
  - (ii) adopt whatever appropriate corrective measures, including enforcement actions, imposed by the Regulators to address violations of law and regulations or unsafe or unsound banking practices of the Supplier and to reasonably facilitate Citi's adoption of necessary measures to address violations of law and regulations or unsafe or unsound banking practices of Citi.
  - (iii) allow the services it performs for branches of a U.S. bank in Taiwan or any Citi affiliate in Taiwan to be subject to examination and regulation of the Regulators.
  - (iv) allow Regulators based in Taiwan (hereinafter referred to as "Taiwan Regulators") or any agent appointed by Taiwan Regulators/Citi, to obtain from Supplier, in a timely manner, records and documents, of transactions, and information of Citi given to, stored at or processed by Supplier, the right to access any report and finding made on Supplier and to inspect, examine and audit Supplier's operations and records insofar as they are relevant to the Services provided by Supplier under this Agreement, including but not limited to the internal controls adopted by Supplier with respect to preservation of the confidentiality of data generally and Citi information specifically (where applicable). Supplier should ensure and procure that requirements consistent with the foregoing are met in its arrangements with any sub-contractor that Supplier may engage in the outsourcing (if applicable), including any disaster recovery and backup supplier. For the avoidance of doubt, it is understood that the abovementioned parties will be granted access only to information of Citi and/or Citi's customers / employees. In addition, Citi shall ensure that any agent(s) appointed by Citi who it uses in connection with this Section to treat any information it receives as Confidential and, without limiting the foregoing, shall be liable to Supplier for any breach by such agent(s).
  - (v) allow Citi to obtain copies of any report and finding made on the Supplier in conjunction with the Service.

## B. CONFIDENTIALITY AND SECURITY

Further to the confidentiality clause in the Agreement, if Citi furnished, supplied, disclosed, or made available Confidential Information (including Confidential Information as defined under the Agreement and Personal Data defined below) to Supplier in connection with provision of the Services (without regard to whether the information is owned by Citi or by a third party), the following additional terms and conditions shall be applied to the Parties:

1. "Personal Data" means and includes personal information of a natural person within the meaning of Article 2 of the Personal Data Protection Act ("PDPA", the relevant extract is attached hereto in **Appendix I** as a reference).
2. All Confidential Information, documents and records of transactions provided or generated pursuant to the Agreement, any Work Order or Statement of Work, shall remain the property of Citi. Supplier shall while the same is in its possession hold the same for and on behalf of Citi and shall deliver the same forthwith upon request. The retention period of each document/record shall follow Citi's record retention schedule. Supplier's obligations under this clause shall continue after the termination of the Agreement.
3. Any Confidential Information, documents and records of transaction disclosed by Citi may only be collected, processed, disseminated, reproduced or used by Supplier for the purpose of providing the Services pursuant to the Agreement. Notwithstanding any provision in the Agreement, Supplier shall not, without Citi's prior written consent and subject to the further requirement of this section, further disclose the Confidential Information to an unauthorized third party unless required to do so by law. For the avoidance of doubt, Supplier's affiliate or third party service providers (other than those approved by Citi to provide the Services) shall be considered a third party for the purpose of this clause. Further, Supplier shall procure each of Supplier's personnel appointed or to be appointed in connection with Work Order / Statement of Work and/or to perform the Services or part thereof for and on behalf of Supplier to execute the *Confidentiality and Secrecy Undertaking* in the form specified in Form 1 attached hereto or other form accepted by Citi.
4. Supplier shall treat Confidential Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care, and shall implement and maintain adequate technical, personnel and organizational and other necessary security measures ("Security Measures") that are designed to safeguard the information of the other from being stolen, altered, damaged, destroyed, disclosed or accessed without authorisation, misused and misappropriated. These Security Measures shall include the following:-
  - 4.1 Organizational security measures to ensure Supplier will disclose the Confidential Information only to those of Supplier's authorized personnel who have a need to know such Confidential Information (only to the extent necessary) in order to fulfill the purposes contemplated by the Agreement or the Work Order, and set forth internal rules and procedures for use of and access to the Confidential Information, which is subject to Supplier's periodical review;
  - 4.2 Personnel security measures to ensure that Supplier will (i) educate and train its personnel regarding information security practices and procedures and any special requirement of Citi and (ii) instruct and supervise its personnel who uses or has access to the Confidential Information to prohibit the personnel from committing unauthorized disclosure, access, use and misappropriation of the Confidential Information;
  - 4.3 Technical security measures to ensure that Supplier will implement systems or technological controls to limit access to the Confidential Information and monitor such access;
  - 4.4 Other security measures to protect Personal Data as required by Article 8 and 12 of the Enforcement Rules of the PDPA (attached hereto in **Appendix II** as a reference) or by

Citi to be communicated by Citi to Supplier from time to time, and thereafter to be summarized/set out in this Clause 4.4 below:

- 4.4.1 Allocation of management personnel and resources for protection of Personal Data;
  - 4.4.2 Defining the scope, classification, purpose and retention period of Personal Data;
  - 4.4.3 Risk assessment and management mechanism for Personal Data;
  - 4.4.4 Mechanisms for prevention, notification, remediation, and handling of security incidents, including but not limited to immediate notification and designation of the contact person for handling data loss or security incident compensations;
  - 4.4.5 Internal management procedures for collection, processing, and use of Personal Data;
  - 4.4.6 Information security management and personnel management;
  - 4.4.7 Awareness promotion and educational training;
  - 4.4.8 Management of information security and IT infrastructure;
  - 4.4.9 Mechanisms for information security auditing;
  - 4.4.10 Necessary preservation of records of use, track log files, and evidence; and
  - 4.4.11 Continuing assessment on any improvement on security and maintenance of Personal Data.
- 4.5 Other reasonable measures, such as information access, data flow, and data storage and transmission security control mechanisms, necessary to protect the Confidential Information as communicated by Citi to Supplier from time to time.
5. Supplier shall at all times be capable of segregating and clearly identifying all of Citi's information, documents, records and assets that are processed by and/or stored with Supplier pursuant to the Agreement. Supplier agrees that the Confidential Information (in electronic, paper form or other media) shall effectively be segregated from those of Supplier and those of other institutions (the data of which is) handled by Supplier. The segregation shall be at least logically distinct and the access to and use of the Confidential Information shall be strictly controlled in order to avoid data misuse. For the sake of clarity, in the event that the Services provided by Supplier to Citi involves multiple legal entities (meaning other Citi entities within Taiwan, each a "Service Recipient Entity"), Supplier shall ensure that the data of each Service Recipient Entity shall be effectively segregated from that of other Service Recipient Entity, that of Supplier, and/or that of other institutions (the data of which is) handled by Supplier.
6. Upon occurrence of any security breach, theft, loss, unauthorized disclosure or use of Confidential Information Supplier received from Citi (the "Occurrence"), Supplier shall, without delay, take necessary measures to minimize the damage or loss and notify Citi immediately of the Occurrence and the following information as applicable:
- 6.1 the items of the Confidential Information that are disclosed or stolen;
  - 6.2 the time and details of the Occurrence;
  - 6.3 measures that Citi may take to minimize their damage or loss;

- 6.4 measures adopted by and reliefs to be provided by Supplier to remedy the Occurrence;  
and
- 6.5 contact information to which Citi may report their damage or loss.
7. The Personal Data pertaining to an individual may be made available for review, correction, or deletion, or must be subject to suspension of being processed upon such individual's request and Citi shall endeavor to assist Supplier in dealing with such request. In the event that such individual to which the Personal Data pertains raises any objection to the manners in which his/her request concerning the foregoing matters are addressed by Citi, Supplier shall endeavor to assist Citi in dealing with such objection.
8. Except as otherwise expressly provided for by the Agreement and the Work Order, upon demand by Citi, or upon the termination of the Agreement and/or the relevant Work Order, Supplier shall promptly return or destroy the Confidential Information or its duplicates, supplied to, or otherwise obtained by, Supplier in connection with the Services, in the form or manner specifically instructed by Citi. If the Confidential Information was stored or saved in Supplier's computers, servers, or any other electromagnetic medium, Supplier also shall delete or purge such stored or saved Confidential Information in the form or manner specifically instructed by Citi.
9. If Supplier is directed by court order, subpoena or other legal or administrative proceeding or similar process to disclose any of the Confidential Information provided pursuant to this Agreement, Supplier shall promptly notify Citi in writing (unless it has a legal obligation to the contrary), with a copy of such document attached, in sufficient detail promptly upon receipt of such court order, subpoena, legal or administrative, or similar process, in order to permit application by Citi for an appropriate protective order.
10. If Supplier receives any request from Supplier's or any overseas regulatory or supervisory agency to access to any Confidential Information or if a situation were to arise where the rights of access of Citi or Taiwan Regulator have been restricted or denied, Supplier shall provide prompt notice of such request to Citi to enable Citi to notify its Taiwan Regulator and seek any required regulatory approval for the provision of such customer data by Supplier.
11. Supplier acknowledges and agrees that:
- 11.1 Citi reserves the rights to supervise and audit, on-site and remotely, Supplier in connection with the provision of the Services and the Confidential Information disclosed to Supplier, and Citi reserves the rights to obtain relevant information about the Supplier's processing of the entrusted business, including but not limited to the information of security assessment and audit reports, security incident, security control mechanism, system reports, etc.;
- 11.2 Citi reserves the rights not to furnish, supply, disclose, or make available the Confidential Information to Supplier in connection with provisions of the Services if Supplier fails to comply with the terms and conditions set forth in Section B hereof; and
- 11.3 Supplier shall be responsible for damages arising out of, or relating to divulgence, loss, alteration, misappropriation, and/or unauthorized disclosure of the Confidential Information caused by Supplier.
12. Where services entail access to Taiwan's customer information/confidential information:
- 12.1 Citi reserves the right to revoke, restrict and monitor the use and access to Citi's systems, customer information and confidential information. Supplier will obtain Citi's agreement before it grants any of its personnel (including that of its subcontractors) access to the systems which contains Citi's customer information/confidential information. Upon Citi's request, Supplier will provide full list and job function of such personnel. In the event of any security breaches, unauthorized access or use of Citi's

systems/customer information/confidential information, Supplier will promptly notify Citi without delay.

12.2 In the event Supplier uses Citi's customer information/confidential information to produce reports for regional/global management for the purposes of Citigroup internal control and management or risk analytical/management, Supplier will obtain Citi's agreement for the following matters:-

- (i) a full list of regular management report (and samples) and the nature, extent and recipients of such reports Supplier intends to generate; and
- (ii) each ad hoc report not listed on the approved list.

12.3 Supplier will obtain Citi's agreement before it sends/stores/provides access to Citi's customer information/confidential information to any facility/data center outside Citi premises.

### **C. MONITORING AND CONTROL**

Supplier agrees to meet with Citi as reasonable time and from time to time upon prior written notice being given to Supplier at the reasonable request of Citi to review all aspects of the Services provided by Supplier hereunder and/or other matters of mutual interest to Supplier and Citi and adopt any recommendations and/or measures reasonably proposed by Citi to ensure, inter alia, compliance with legal and regulatory obligations. Supplier further agrees, in accordance with the standard operating procedures set out in Citigroup corporate policies, to maintain a customer protection system, a risk management system, an internal control system, an internal audit system, a mechanism to cooperate with Citi to settle consumers' disputes and the management of personnel hired by Supplier, in each case as required by such Citigroup corporate policies. Supplier shall endeavor to follow the requirements set forth in the applicable Outsourcing Due Diligence Form (attached hereto in **Form 5** as a reference) as provided by Citi from time to time or other written requirement notified by Citi. Supplier agrees to conduct regular and irregular internal audits and immediately notify Citi if the Services cannot be duly discharged, or there is difficulty, or a threat of encountering difficulty, in performing such Services.

### **D. COMPLIANCE WITH LAWS**

Supplier shall not violate mandatory or prohibitive provisions of the law, public order or good morals, and shall ensure that the banking law, the anti-money laundering law, the PDPA, consumer protection law, law and international standards (such as ISO27001) governing information and communications technology infrastructures and systems and other applicable laws and regulations in Taiwan (such laws and regulations to be communicated by Citi to Supplier from time to time, and thereafter to be summarized/set out in this Schedule) are complied with.

### **E. SUBCONTRACTING**

Further to clauses in the Agreement dealing with subcontracting:-

1. Notwithstanding any other provisions in the Agreement or in this Schedule may provide otherwise, Supplier shall not subcontract or outsource any or all of its obligations set forth in this Agreement to any third party (including without limitation Supplier's subsidiaries or affiliates) unless obtaining the prior written approval from Citi.

2. If Supplier is permitted to outsource or subcontract to third parties any of its obligations set forth in the Agreement, Supplier shall (i) procure the compliance by all assignees/ outsources/ sub-contractors with the provisions of the Agreement and the country addenda relating to the performance of such obligations (including, without limitation, provisions relating to security and confidentiality, audit and inspection, the information security measures, and business continuity management), and (ii) require all non-affiliated third party sub-contractors to accept and comply with the terms of this Schedule, as well as the Local Country Addendum of other relevant countries (collectively "LCAs"). (The LCAs set out local laws and regulatory requirements applicable to non-affiliated parties, and have been drafted to fit into standard Citi vendor agreements. Supplier shall obtain up-to-date versions of the relevant LCAs from Citi). Supplier shall remain fully responsible to Citi for its obligations under this Agreement and for the subcontractor's performance of such duties and obligations regardless of whether Supplier is negligent in respect of its selection or supervision of the subcontractor.
3. Without prejudice to the above, and in accordance with Article 10 of the Financial Supervision Commission ("FSC") Outsourcing Guidelines for Financial Institutions (attached hereto in **Appendix III**, as a reference), Supplier's agreements with its sub-contractors shall, at the minimum, specify the following matters, in order to maintain the quality of the outsourced services:-
  - 3.1 Description of the specific outsourced items and the scope thereof, as well as the rights and duties of the sub-contractors.
  - 3.2 The relevant Taiwan laws and regulations (including the Banking Law, Anti-Money Laundering Law, the PDPA, Consumer Protection Law and other laws and regulations) applicable to Citi with which the sub-contractors must comply (such laws and regulations to be provided/updated by Citi from time to time).
  - 3.3 The protection of consumer rights, including confidentiality and security measures regarding Citi's information.
  - 3.4 The consumer protection, risk management, internal control and internal audit systems to be implemented by the sub-contractor in accordance with the standard operating procedures set out in Citigroup corporate policies.
  - 3.5 Procedure for settlement of consumer disputes should follow Citigroup corporate policies.
  - 3.6 Management of personnel hired by the sub-contractors, including hiring, review and sanctions related to its personnel, should follow Citigroup corporate policies.
  - 3.7 Material events which constitute cause for termination of the outsourcing agreement including provisions regarding the termination or recession of the agreement upon notification of the Regulators.
  - 3.8 The agreement of the sub-contractors that the Regulators may request relevant information or reports and conduct financial audits, or may order such sub-contractors to provide relevant information or reports within prescribed deadlines.
  - 3.9 Agreement that the sub-contractors shall not use the name of Citi when dealing with the public in the course of handling the outsourced matters.
  - 3.10 Other terms and conditions to the effect that the sub-contractor will be subject to and comply with the terms and conditions of the Agreement and the LCAs.
4. Supplier shall adopt sufficient internal control measures, including but not limited to, designating a project manager who is responsible for the subcontracted services, monitoring a subcontractor and its performance, and establishing audit functions.

5. Supplier shall cause the subcontractor to periodically report to Supplier on the status of subcontracted services and the subcontractor, upon request of Citi and/or Supplier, must provide Citi and/or Supplier with necessary information in a prompt manner.
6. Supplier shall audit a subcontractor periodically to ensure that such subcontractor complies with applicable Taiwan laws and regulations and all terms and conditions set forth in the Agreement, applicable Work Order and this Schedule.
7. Supplier shall prepare a continuity of business plan in order to provide Citi with continuous Services in case of emergency or subcontractor's failure to perform the Services in accordance with the subcontracting agreement.
8. Supplier, upon the request of Citi, shall provide Citi with information of its subcontractor, including but not limited to, name of the subcontractor and its project manager, contact information of the subcontractor, description of the services subcontracted, the subcontracting agreement, and the periodical report on the subcontracted services.
9. Where Citi has consented to Supplier assigning, outsourcing or sub-contracting any or all of the Services, Citi may require Supplier to, and Supplier shall, provide to Citi written notification of any variation or termination of the agreement between Supplier and that third party. The written notification shall be provided to Citi within three (3) days of the variation or termination.

#### **F. IDENTITY OF SUPPLIER**

Supplier, when providing the Service, shall not hold itself out to others as Citi. Supplier shall not engage in untrue advertisements or collect fees from consumers when dealing with the public in the course of handling the Services.

#### **G. NOTICE**

1. If Supplier receives Citi's Confidential Information, Supplier, upon a request of Citi, shall fill out all necessary information in the *Confidential Information Sharing Attestation* (Form 2) attached hereto or other form accepted by Citi and submit such Form to Citi. If Supplier subcontracts all or any part of handling of the Protected Information to a third party, Supplier shall also fill out the *Subcontract Consent and Attestation* (Form 4) attached hereto or other form accepted by Citi and submit such Form to Citi prior to the subcontracting.
2. If Supplier returns or destroys the Protected Information in accordance with Section B 8, Supplier, upon a request of Citi, shall fill out all necessary information in the *Confidential Information Return/Deletion Attestation* (Form 3) attached hereto or other form accepted by Citi and submit such Form to Citi without unnecessary delay.
3. If Supplier outsources all or a part of the Services to a subcontractor, Supplier, upon a request of Citi, shall fill out all necessary information in the *Subcontract Consent and Attestation* (Form 4) attached hereto or other form accepted by Citi and submit such Form to Citi prior to such outsourcing arrangement.
4. If Supplier makes material changes in provision of the Service upon occurrence of any matter which give rise to a material impact on Citi, including but not limited to system upgrade and/or alteration, changes in business processes, changes in ownership, and changes in the supervisory and management of the subcontractor, Supplier shall notify Citi promptly and, upon Citi's request, provide relevant service report or necessary information in relation thereto. Furthermore, if any aforementioned changes exceed or potentially exceed the scope of services approved by the competent authority, such changes will not be effective until approval or waiver from such competent authority is obtained.
5. Citi reserves the right to request Supplier to provide a service report periodically or upon

Citi's notification from time to time on provision of the Services in a form accepted by Citi.

6. Supplier will notify Citi promptly if there are any significant or major litigation arising from or in relation to the services covered hereunder.

#### **H. ADDITIONAL DAMAGES CLAUSES**

1. Without limiting any of Supplier's rights or remedies in the event of breach by Citi, in the event that Supplier does not comply, or it reasonably appears that Supplier is not complying, in any material respect with the provision of the Agreement applicable to a Service provided to or for the benefit of Citi in Taiwan (including the service standard, confidentiality or information security requirements set forth in this Schedule or the applicable work order), Citi may upon reasonable notice:
  - 1.1 require Supplier to take any necessary action to remedy or mitigate the relevant deficiency in such reasonable manner as Citi may reasonably specify;
  - 1.2 require Supplier to compensate Citi for any actual loss incurred therefrom or any liquidated damages, if applicable, agreed by both Parties in the Agreement or the Work Order (if any) (provided (i) Citi has not caused or contributed to any such failure as a result of its own act, omission or breach of the Agreement and or work order (if any), and (ii) such failure is not caused by any force majeure event); and/or
  - 1.3 where there is any breach of a material obligation under the Agreement, terminate the Services provided to or for the benefit of Citi in Taiwan in accordance with relevant clauses.
2. In the event that any Service level failure is subject to liquidated damages (under the applicable Work Order or as otherwise agreed in writing by the Parties), then the payment by (or credit from) Supplier under the relevant liquidated damage provision shall be deemed as full satisfaction for such Service level failure, provided that nothing in the foregoing shall limit a claim by Citi for damages in the event that the failure constitutes a separate breach under the Agreement. In the event of a claim for damages based on such a separate breach, Supplier shall receive a credit for any liquidated damages paid or payable.

#### **I. ADDITIONAL CLAUSES INVOLVING USE OF CLOUD SERVICES**

The following additional terms and conditions shall be applied to the Parties if the Services involving cloud services provided by the Supplier or by the sub-contractors directly or indirectly engaged by the Supplier:

1. Supplier shall implement and maintain effective technical and organizational measures to protect Confidential Information such as encryption or coding of Confidential Information, establishment of appropriate encryption key management systems or other measures acceptable to Citi when involving the use of cloud services for transmission, process, and storage of Confidential Information.
2. Supplier acknowledges and agrees that the Citi retains all rights, title and interest in and to the Confidential Information. Supplier and its sub-contractors acquire no rights in the Confidential Information, other than the rights Citi grants to the Supplier/its sub-contractors to provide the Services to the Citi. Supplier shall ensure that, except as required to perform the Service, it shall not have access to the Confidential Information and shall not use Confidential Information outside the scope of the Services.
3. Supplier acknowledges and agrees that the Citi shall retain the right to designate data process and storage location for Confidential Information. Supplier shall not, without Citi's prior written consent, transmit the Confidential Information to, or store the Confidential Information at, any facility, location or data center other than the locations agreed by Citi. Supplier shall comply with the data protection laws and relevant regulations of the

jurisdiction where the data is processed and stored and ensure they are not less protective than those in Taiwan.

4. Citi may terminate the Agreement and/or relevant Work Orders under it forthwith on written notice, including but not limited to the following circumstances:

4.1 Termination is recommended, requested or required by a Regulator;

4.2 Supplier undergoes a change of control;

4.3 Supplier is in material breach of its obligations of information security or confidentiality;

4.4 Supplier breaches a material obligation under the Agreement or relevant Work Orders and such breach is irremediable;

4.5 an Insolvency Event occurs. For the purpose of this clause, "Insolvency Event" means the occurrence of any of the following:

(i) Supplier stops, delays, suspends or declares any intention to stop or suspend payment of its debts or any class of its debts generally or is, becomes, or is deemed to be unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or otherwise becomes insolvent;

(ii) a receiver or administrative receiver is appointed in respect of Supplier or the whole or any material part of its assets or undertaking, or Supplier requests the appointment of such a person or any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable;

(iii) a notice is issued for the purposes of convening a meeting to approve the placing of Supplier in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of Supplier or Supplier otherwise becomes subject to dissolution proceedings;

(iv) a voluntary arrangement pursuant to any relevant insolvency legislation, or any other arrangement, compromise or composition of Supplier's debts, or any class of its debts, is proposed or made by or with Supplier;

(v) a judgment, order or award made against Supplier is outstanding and not discharged within ten (10) days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of Supplier and not lifted, withdrawn or discharged within ten (10) days; or

(vi) any circumstances arise or events occur in relation to Supplier or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect similar to any of those stated in sub-paragraphs (i) to (v) above.

(vii) (i) to (vi) above apply in respect of a Supplier Affiliate.

5. If this Agreement and/or the relevant Work Order is terminated for any reason or expires, Supplier shall:

5.1 immediately return to Citi all property, information, data (including all Personal Data) and material (including copies) belonging to Citi then in the possession, power or control of Supplier or any of its Associated Persons in such format and on such media as Citi reasonably requests, or, if specifically required by Citi, securely destroy such property, information, data or materials (to be certified by an officer of Supplier) or transfer it to a replacement service provider in accordance with timescales agreed

between the Parties in relation thereto;

- 5.2 render reasonable assistance to Citi if requested and to the extent necessary to effect an orderly assumption by Citi and/or any replacement service provider of Services and/or Deliverables previously performed by Supplier. Where such assistance requires additional resource to be deployed by Supplier or is required following the termination date, in circumstances where termination is not due to a breach by Supplier, Citi shall pay Supplier at reasonable time and materials rates for the assistance provided.

#### **J. ADDITIONAL CLAUSES INVOLVING SUPPLIER INVOLVING INFORMATION AND COMMUNICATION SYSTEM AND SUPPLY CHAIN**

The following additional terms and conditions shall be applied to the Parties if the Services involving information and communication system and supply chain (i.e., development of software and hardware products, establishment or maintenance services for the information and communication system of the Citi) provided by the Supplier or by the sub-contractors or the cross-entity partners directly or indirectly engaged by the Supplier:

1. The Supplier shall comply with its obligations under the Agreement, any work order and this Schedule regarding Citi's information security requirements or control measures, including but not limited to:
  - 1.1 Measures to enforce marginal protection of the information system supply chain, which governs network connections between Citi and Supplier to restrict unauthorized network access for data transmission, including but not limited to personnel management and security control mechanisms for information access and transmission;
  - 1.2 Data security controls in accordance with the confidential information classification, data processing process and transmission method;
  - 1.3 Service requirements, such as service quality, level of service, performance, the information security incident response and reporting procedures, liabilities for damages incurred due to information security incidents, requirements for regular inspection and repair of systems or programs, the warranty and management of abnormal circumstances;
  - 1.4 Functional requirements or information construction requirements of the information and communication system, as well as any possible related development methods, technologies or implementations, which shall include information security requirements or control measures;
  - 1.5 Procedures and standards for delivery and acceptance of products and services;
2. Further to Section 15 of the Agreement and Section E of this Schedule, to the extent that the Supplier is so permitted by the Citi to assign, outsource or subcontract any of its obligations set forth in the Agreement and/or Work Order, the Supplier shall procure all assignees/out-contractors meet the information security requirements designated by the Citi, including but not limited to possessing compliance certificates for industrial security standard such as ISO27001.
3. The Citi reserves the rights to supervise and audit on the Supplier. In the event that an information security incident occurs that may impact the Services, the Supplier shall allow the Citi, the Regulators or the person designated by the Citi or by the Regulators to conduct on-site inspection and to obtain the relevant information in conjunction with the Services handled by the Supplier, including copies of an audit report of the information security control mechanism and related systems;

4. The Supplier shall undertake that the products and service components delivered by the Supplier are legally obtained or the Supplier has been legally authorized to use such products and components, and that the location in which the products or services are provided, the Beneficial Owner(s) or the Controlling Country(ies) is in compliance with the relevant domestic requirements. For the purpose of this clause, "Beneficial Owner" refers to any natural person having the ultimate ownership or control over products or services provided by the supplier, and "Controlling Country" refers to any country of the person directly or indirectly holding more than 25% of the shares or capital of the supplier providing the relevant products or services;
5. The Supplier shall at all times ensure that the delivered information and communication systems or programs, including the products and service components provided by the Supplier, do not contain any malware, malicious programs or backdoor programs, and the Supplier shall allow the Citi obtain copies of any relevant security test results (including without limitation, security system development life cycle (SSDLC) and source code testing, and penetration testing) and or security commitments;
6. Except as otherwise expressly provided for by the Agreement, the work order or this Schedule, upon the termination of the Agreement and/or the relevant work order, the Supplier shall promptly return, transfer, deletion or destruction of the information assets and data or its duplicates, supplied to, or otherwise obtained by, the Supplier in connection with the Services, in the form or manner specifically instructed by the Citi. If the data was stored or saved in the Supplier's computers, servers, or any other electromagnetic medium, the Supplier also shall delete or purge such stored or saved data in the form or manner specifically instructed by the Citi.

The Supplier acknowledges and agrees that a breach of service standard or information security requirement or the occurrence of any security incidents in any material aspect shall entitle the Citi to seek remedies in accordance with Section H of this Schedule or other remedies in the Agreement, work order, or this Schedule.

#### **K. ADDITIONAL CLAUSES INVOLVING USE OF INTERNET OF THINGS EQUIPMENT**

The following additional terms and conditions shall be applied to the Parties if the Services involving Internet of Things (IoT) Equipment provided by the Supplier or by the sub-contractors directly or indirectly engaged by the Supplier:

1. "Internet of Things (IoT) Equipment" as used in this Agreement shall mean office devices (including but not limited to business machines, internet phones, fax machines and printers), access control monitoring (including but not limited to access control, DVR, recording equipment), environmental management and control (including but not limited to environmental sensors, Webcam), which have IP internet connection functionality and are actually connected to the internet or intranet, excluding devices with existing control mechanisms (e.g. servers, personal computers, tablets, network equipment, information security equipment, storage devices), as well as devices that only use Bluetooth, RS-232, USB connection etc.
2. The Supplier shall comply with the information security requirements set forth in the Agreement, the work order or this Schedule.
3. The Supplier shall inform Citi the default account names and passwords for the Services at the time of delivery and ensure Citi to enforce the changing of the default account names and passwords.
4. The Supplier shall inspect for any malware programs (including but not limited to viruses, worms, Trojan horse, spyware) and any covert channels before delivery.
5. The Supplier shall immediately notify Citi if the Supplier discovers or identifies any security vulnerabilities in the Services. The Supplier shall also remediate the vulnerabilities within the timeframe designated by Citi.

6. The Supplier shall ensure that the Services have a security update mechanism to maintain the overall security of the Services.

(see attached for Appendices)

APPENDIX I-II-III

FORM 1 –CONFIDENTIALITY AND SECRECY UNDERTAKING

FORM 2 – CONFIDENTIAL INFORMATION SHARING ATTESTATION

FORM 3 – CONFIDENTIAL INFORMATION RETURN/DELETION ATTESTATION

FORM 4 – SUBCONTRACT CONSENT AND ATTESTATION

FORM 5 – OUTSOURCING DUE DILIGENCE FORM