

Global Supplier Policy

Subcontractor Policy



WHY

We set out our requirements for subcontracting to meet our risk appetite and regulatory requirements.



WHEN

Whenever you use Subcontractors in the provision of any Products or Services



WHAT to know about **HOW** to comply

1. General

- You may only use the Subcontractors specified in the Supply Order, and only at the Approved Location(s) and for the Subcontracted Services.
- You must ensure that the Subcontractors do not further subcontract any of the Subcontracted Services.
- You must ensure that the Subcontractor is fully able to comply with its obligations under the Agreement.
- The contract between you and the Subcontractor must be in writing and must contain all terms in the Agreement that are relevant to the Subcontracted Services. These terms must include, as a minimum and as relevant to the Subcontracted Services:
 - the same right of full access and audit for us, our Regulators and any other Auditors as is set out in the Agreement, and to be supplied with all information and documentation necessary for supervisory and monitoring activities;
 - reporting obligations with regard to performance measurement;
 - security obligations; and
 - an obligation on the Subcontractor to comply with Applicable Laws (and any obligations that are required to for compliance with Applicable Laws);
- You remain liable and responsible for all acts and omissions of any Subcontractor and their Staff.

2. Changes

- You must seek our approval at least 90 days in advance if you wish to: (i) add or change a Subcontractor; (ii) change the scope of any Subcontracted Services, or any Approved Location(s); or (iii) make any material amendments to a Subcontractor's agreement with you. You must not proceed with the change and you must not use the unapproved Subcontractor until you have received our written approval.
- When seeking our approval, you should provide sufficient information for us to consider the change. We may ask you for further information if we consider it necessary. As a minimum, your request should include the following

information (where applicable):

- if you're proposing to use a new Subcontractor, details of the nature and scope of any Products or Services to be subcontracted to it, and the proposed location(s) from which that Subcontractor will provide those Products or Services;
- if you are proposing a change in respect of an existing Subcontractor, details of the changes to the scope of the Subcontracted Service or any Approved Location(s).

3. Due Diligence Process

- All Subcontractors you use must be subject to a Due Diligence Process, which must as a minimum include the following:
 - your processes for assessing a Subcontractor's financial capacity to perform the Subcontracted Services and to fulfil its contractual obligations (including obligations you flow down to a Subcontractor);
 - a Subcontractor's role and responsibilities (if any) in your disaster recovery and business continuity plans;
 - your ongoing monitoring of the performance and standards of a Subcontractor's performance of the Subcontracted Services; and
 - your strategy if a Subcontractor is unable to perform the Subcontracted Services.
- We may require you to amend your Due Diligence Process to ensure that our regulatory requirements are met.

4. Monitoring

- You will oversee all monitor all Subcontracted Services and ensure that all Subcontractors remain able to perform the Subcontracted Services and continuously meet their contractual obligations.
- Where you discover that any Subcontractor does not perform the Subcontracted Services or does not comply with the terms of its agreement with you, you must without undue delay:
 - notify us in writing; and
 - if the non-compliance is remediable, ensure that the Subcontractor completes such remediation within a reasonable timeframe.
 - If the non-compliance: (i) is not remediable, (ii) is remediable but remediation is not completed within a reasonable timeframe, or (iii) would entitle us to terminate our Agreement with you, you must stop using that Subcontractor within a timeframe agreed with us.

5. Breach

- Any failure by you to comply with any provision of this Policy shall be deemed a material breach of the Agreement, and we shall be entitled to terminate the Agreement on written notice.

6. Audit

- We and our Auditors have the right to request:
 - evidence of your and your Subcontractors' compliance with this Policy;
 - evidence of the Subcontractor's compliance with its obligations relating to the Subcontracted Services;
- an overview of your Due Diligence Process;
- any available audits or reports on your control environment relating to the use of Subcontractors (e.g. SOC2 report); and
- any business continuity management testing performed by you in relation to the Subcontractors.