

## 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 delivery of the 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 don't further subcontract any of the Subcontracted Services.
- The contract between you and the Subcontractor must contain all terms in the Agreement that are relevant to the Subcontracted Services. These terms must include, as a minimum:
  - our and our Regulators' right to access and audits, 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
  - any other obligations that are required to comply with applicable laws.
- You remain responsible for all acts and omissions of any Subcontractor.

**2. Changes**

- You must seek our approval at least 90 days in advance if you wish to: (i) add or change a Subcontractor; or (ii) change the scope of any Subcontracted Services or any Approved Locations. You mustn't proceed with the change nor 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 – provide the nature and scope of Services to be subcontracted to it, and the proposed location(s) where the Subcontractor will perform the Services;
  - If you're proposing a change in respect of an existing Subcontractor – detail 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 as a minimum will 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'll regularly monitor compliance of all Subcontractors with all applicable contractual provisions and their ongoing capacity to perform the Subcontracted Services.
- Where you discover any non-compliance of a Subcontractor to perform the Subcontracted Services, 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 is not remediable, or if it is remediable but remediation is not completed within a reasonable timeframe, 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;
  - 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.