

BT REGULATORY SCHEDULE FOR FINANCIAL ENTITIES

REGULATORY SCHEDULE FOR EU FINANCIAL ENTITIES

This BT Regulatory Schedule for EU Financial Entities ("**Regulatory Schedule**") constitutes a Schedule to BT's General Terms between BT and the Customer identified in the Order or Service Schedule¹ to BT's General Terms ("**Agreement**"). This Regulatory Schedule amends BT's General Terms and therefore any references to General Terms in the Agreement shall be construed as references to BT's General Terms as amended by this Schedule. Unless the Parties agree otherwise in writing referring to specific provisions of this Regulatory Schedule, or unless provisions of the Agreement are more strict or favourable for the Customer, in the event of conflict, this Regulatory Schedule shall prevail over any other provisions of BT's General Terms, its Annexes, other Schedules and Orders.

Terms not defined in this Regulatory Schedule shall have the meaning ascribed to them in the Agreement or any amendment thereto (as applicable).

BASIC PROVISIONS

1. Applicability

- 1.1. This Regulatory Schedule will apply only to BT Services that constitute ICT Services as defined under Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No. 1060/2009, (EU) No. 648/2012, (EU) No. 600/2014, (EU) No. 909/2014 and (EU) 2016/1011, as amended or replaced from time to time ("**DORA**"), and only if such BT Services are purchased or utilised by financial entities as defined under DORA and only to the extent that those BT Services are consumed in the European Union ("**BT ICT Services**").

2. General Commitments

- 2.1 BT will promptly inform the Customer of any circumstances that may impair the performance of BT's major obligations under the Agreement and therefore negatively impact the continuity or security of BT's ICT Services provided under the Agreement.
- 2.2 During the term of the Agreement, BT will, as it applies to BT's ICT Services subcontracted to Subcontractors (including Critical Subcontractors), use reasonable endeavours to ensure that any Subcontractor, their further subcontractors, and their personnel (including any cloud infrastructure providers) will be subject to confidentiality, security and data privacy requirements that are at least as protective as the terms included in the Agreement.

¹ DORA 30(2)(a), 30(3)(a) and 30(2)(e)



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3. Location of data and Services²

- 3.1. Data location. BT will identify and notify the Customer of any locations (countries or regions) in which BT or any of BT's Subcontractors stores or processes Customer Proprietary Data (personal or non-personal though excluding data accessed remotely by Subcontractors) or from which BT or BT's Critical Subcontractor provides its services in support of the BT ICT Services.
- 3.2. Neither BT nor its Subcontractors may change the country or region from which BT ICT Services are provided or where Customer Proprietary Data is stored or processed without notifying the Customer in advance using the procedure provided in Clause 14.5.9 (Sub-Processors Changes) of BT's General Terms.
- 3.3. If the Customer provides Notice and objects to any such proposed change of country or region due to reasonable regulatory, including cybersecurity, concerns, if BT or its Subcontractors, nonetheless, choose to implement the proposed change, and no other arrangement is agreed with the Customer, despite both Parties acting reasonably and in good faith to reach agreement, within 30 days from the Customer's notification of their objection:
 - a. The Customer shall be entitled to terminate its use of BT ICT Service affected by the change with effect from the announced date of BT implementation of the proposed change; and
 - b. Any minimum notice period or charges for termination for convenience which would otherwise apply to such termination will not apply.

4. Return of Data³

- 4.1. The Customer is obliged to always maintain a back-up copy of any Customer Proprietary Data provided by the Customer to BT and processed by BT ICT Services. However, in case the Agreement is terminated or expires, or in the case of the insolvency, resolution or discontinuation of business operations of BT, notwithstanding any other obligations of the Parties under the Agreement, BT will, to the extent permitted by Applicable Laws, at the Customer's request, return to the Customer and/or delete all and any Customer Proprietary Data provided by the Customer to BT and processed by BT in order to perform any BT ICT Service under the Agreement.

5. Data Security⁴

- 5.1. BT shall take all reasonable steps (taking in to account the nature of the services) to ensure the accessibility, availability, confidentiality, privacy and security of Customer Proprietary Data processed within BT ICT Services during the Term and any Exit procedures as applicable or as defined in clause 13 for the Services under section "Critical or Important ICT Services" as set out in the Agreement.
- 5.2. During the Term, BT shall ensure that it has in place, and will maintain throughout the duration of the Agreement, ICT security measures and tools that provide an appropriate level of security for the provision of the Services to Customer taking into account Customer's position as a regulated entity and the nature of the Services

² DORA 30(2)(b)

³ DORA 30(2)(d)

⁴ DORA 30(2)(c)

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provided.

6. ICT Incidents⁵

- 6.1. Unless Charges have been determined in the Agreement, in case of an ICT Incident, BT will, without additional Charges:
- a. Promptly notify the Customer of any ICT Incident;
 - b. Provide the Customer with any reasonably requested information in BT's possession on the ICT Incident, that is required by the Customer to secure the Customer's cybersecurity and continuity of the Customer's functions impacted by the Incident;
 - c. Inform the Customer, how the Incident was handled by BT to the extent that such information is in the control of BT.

7. Cooperation with authorities⁶

- 7.1. To the extent required by applicable law, including DORA, BT will cooperate with all competent authorities and resolution authorities of the Customer, including persons appointed by them. Such requested cooperation cannot lead to or result in a breach of BT confidentiality obligations towards its other customers or competent authorities, or disturb BT services provided to such other customers.

8. Termination⁷

- 8.1. Notwithstanding any other termination provisions of the Agreement, the Customer will be entitled to terminate the affected BT ICT Services upon 30 days' prior written notice, in any of the following circumstances unless remedied by BT in accordance with good industry security practices within 30 days of its notification by the Customer:
- a. Significant breach by BT of this Regulatory Schedule;
 - b. A material change to BT ICT Services or the Agreement that adversely affects the Customer's ability to meet its regulatory obligations under this Regulatory Schedule;
 - c. Evidenced major weaknesses pertaining to BT's overall ICT risk management and in particular in the way BT ensures the availability, authenticity, integrity and confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;
 - d. Where the competent authority states that it can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to, the Agreement.

BT ICT SERVICES SUPPORTING CRITICAL OR IMPORTANT FUNCTIONS OF THE CUSTOMER

9. Applicability

⁵ DORA 30(2)(f)

⁶ DORA 30(2)(g)

⁷ DORA 30(2)(h)

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- 9.1. Notwithstanding the Basic Provisions Section above, this Section will apply only if, BT is Notified by the Customer and agrees in writing that BT ICT Services were identified as services supporting the Customer's critical or important functions, or material parts thereof ("**Critical or Important BT ICT Services**").

10. Additional information request⁸

- 10.1. If reasonably requested by the Customer, BT will provide such other information at such intervals as shall be agreed between the Parties, as would be reasonable for the Customer to be able to understand the level, quality, timeliness or effectiveness of BT's or its Critical Subcontractors' provision of the Services, and data, devices, information, systems and networks used for providing the Critical or Important BT ICT Services.

11. Audit and Access Right

- 11.1. Audit and Access Right. Notwithstanding any other audit and/or access provisions elsewhere in the Agreement, in the event an audit is required to meet DORA compliance, at the Customer cost, and limited to once per annum, the Customer and its Competent Authority, and any other auditor appointed by the Customer or Competent Authority, will be granted:
- a. Full access to BT's relevant operational business premises, including to data and similar operation centres, the full range of relevant devices, systems, networks, information and data other than Customer Data used for providing BT Services, including related financial information (excluding any access to any information related to any overheads, profits, cost inputs or any other information from which the details of the aforementioned could be derived), personnel and external auditors, operational reporting and operational testing relevant for Critical or Important BT ICT Services; and
 - b. Unrestricted rights of inspection and auditing related to the applicable Critical or Important BT ICT Service pursuant to the Agreement and this Regulatory Schedule, to enable them to audit the provision of the Critical or Important BT ICT Services pursuant to the Agreement, and to ensure compliance with all Applicable Laws
 - c. Nothing in this clause is intended to restrict the audit rights in 11.1 a) and b) and the event of a material breach of the Agreement, the Customer, the appointed auditor or Competent Authority shall have the right to invoke the provisions of 11.1 a. and b. at BT cost.
- 11.2. The Customer, the appointed auditor or Competent Authority, will execute a written confidentiality agreement acceptable to BT or otherwise will be bound by a statutory or legal confidentiality obligation before executing their Audit and Access Rights. Notwithstanding the above, any information provided by BT or otherwise accessed by the Customer during the audit procedures, shall be deemed to be BT Confidential Information.
- 11.3. Nothing in the Schedule shall entitle any Competent Authority, auditor or the Customer to have access to information about any other BT customer or to any parts of the BT business that are not engaged in the provision of the Critical or

⁸ DORA 30(3)(b)

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Important BT ICT Services to the Customer.

- 11.4. Unless required by Applicable Law, BT shall not be obliged to disclose information in relation to any audit where to do so would put BT in breach of any confidentiality obligations owed to third parties, or would infringe a third party's intellectual property rights or otherwise be unlawful.
- 11.5. Where required, BT and its Critical Subcontractors will participate in pooled audits and pooled ICT testing, including threat-led penetration testing, organized by the Customers or BT, as the case may be. Details and costs of such testing shall be agreed in good faith in accordance with the Agreement, to ensure the integrity and security of the BT services to other customers (for example timelines and definition of attacker IP addresses).⁹
- 11.6. BT and its Critical Subcontractors will fully cooperate with the Customer and its Competent Authorities in any regulatory queries, proceedings and other mandatory regulatory activities relating to the Critical or Important BT ICT Services.
- 11.7. For the avoidance of doubt, the meaning and scope of the Audit and Access Right described above shall be interpreted in accordance with the provisions of DORA, Regulatory Technical Standards issued under DORA, and any applicable regulatory guidelines, as amended or replaced from time to time.
- 11.8. Non-compliance. If an audit reveals a significant breach by BT or its Critical Subcontractor with the Applicable Laws or the Agreement, including this Regulatory Schedule in respect of the Critical or Important BT ICT Services, BT shall take, or will cause that its Critical Subcontractor shall take, required action to correct identified non-compliances at its own expense.

12. Business Continuity and Disaster Recovery¹⁰

- 12.1. Business Continuity and Disaster Recovery. BT will maintain and periodically test, review and update an effective business continuity plan (including disaster recovery and crisis management procedures) to provide continuous provision of, and support for, Critical or Important BT ICT Services to the Customer. At all times during the Term, the plan will not be materially decreased or diminished by BT and will meet, the criteria provided in Article 11 of DORA.

13. Exit¹¹

- 13.1. Upon written request of the Customer, BT shall grant to the Customer a limited right to use Critical or Important BT ICT Services solely to retrieve the Customer Proprietary Data for a period of up to 30 days from the date of termination or expiry of the Agreement, at no additional cost, provided that:
 - a. The Customer did not retrieve Customer Proprietary Data before the date of termination or expiry of the Agreement;
 - b. Following expiry of such period, BT shall delete the Customer Proprietary Data or to retain it, whichever is required by Applicable Laws or as required by the Agreement.

⁹ DORA 30(3)(d)

¹⁰ DORA 30(3)(c)

¹¹ DORA 30(3)(f)

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- 13.2. BT and its Critical Subcontractors will reasonably cooperate to support the Customer in the orderly transfer of the Critical or Important BT ICT Services in the event of the termination of BT ICT Services. Any support other than making the Customer Proprietary Data available to the Customer and providing basic information on the Critical or Important BT ICT Services will be agreed with the Customer in a separate Order.

14. Critical Subcontractors obligations

- 14.1. To the extent that BT uses Critical Subcontractors as part of the Critical or Important BT ICT Services, BT will:
- a. Flow down the obligations provided in this Regulatory Schedule to its Critical Subcontractors;
 - b. Oblige its Critical Subcontractors to flow down these terms to their Critical Subcontractors further down the subcontracting chain.
- 14.2. The parties will agree to, and BT will maintain and make available to the Customer the list of its Critical Subcontractors.
- 14.3. Neither BT nor its Critical Subcontractors may change their Critical Subcontractors without notifying the Customer in advance using the procedure provided in the Data Protection Clause of BT's General Terms, if applicable, or if not applicable by either: (a) providing the Customer with online notice of the intended changes at www.bt.com/terms, in which case the Customer will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or (b) giving the Customer Notice in which case the Customer will have 30 days starting from the date of the Notice to object to the change. If the Customer provides Notice including its risk assessment results and objects to any such proposed change of the Critical Subcontractor due to reasonable regulatory, including cybersecurity, concerns, and despite both Parties acting reasonably and in good faith to reach agreement BT or its Subcontractors, nonetheless, choose to implement the proposed change, and no other arrangement is agreed with the Customer within 30 days from the Customer's written notification of their objection:
- a. The Customer shall be entitled to terminate its use of BT ICT Service affected by the change with effect from the announced date of BT implementation of the proposed change; and
 - b. Any minimum notice period which would otherwise apply to such termination will not apply.

15. Definitions

"Competent Authority" means any EU or EU Member State official authority, government agency or other government body having regulatory, supervisory or governmental authority over the Customer.

"Critical or Important BT ICT Service(s)" means: the BT ICT Services that the Customer has designated as providing a critical or important function' to the Customer, the disruption of which would materially impair the financial performance of a financial entity, or the soundness or continuity of its services and activities, or the discontinued, defective or failed performance



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of that function would materially impair the continuing compliance of the Customer with the conditions and obligations of its authorisation, or with its other obligations under applicable financial services law.

“Critical Subcontractor” means:

- a. BT's subcontractor whose disruption would impair the security or continuity of the BT ICT Services being provided to the Customer, or
- b. Subcontractor's subcontractors who have access to and process Customer Proprietary Data;
- c. and who are identified as such in writing.

“Customer Proprietary Data” means: (a) all proprietary and confidential data or other information received from the Customer through provision of BT ICT Services, including Customer Personal Data, (b) any derivatives, improvements or modifications thereof, (c) all materials in any tangible medium of expression that include the information in such materials, that are provided to BT, and (d) any data identified as 'Confidential and/or Proprietary' or that could reasonably be assumed to be confidential and proprietary.

“EU Financial Entities” means EU financial entities as defined in DORA.

“ICT Incident” means a single event or a series of linked events unplanned by the Customer that compromises the security of the network and information systems, and has a material adverse impact on the availability, authenticity, integrity or confidentiality of data, or on BT's ICT Services provided under the Agreement.

“Subcontractor” means a third-party directly performing BT ICT Services under an agreement (a **“Subcontract”**) with BT or BT's Subcontractor.