

SCHEDULE P

DIGITAL OPERATIONAL RESILIENCE ADDENDUM

These requirements, as stipulated by Regulation (EU) 2022/2554 on digital operational resilience for the financial sector known as DORA, constitute an agreement between MoneyGram Payment Systems, Inc. (“*Customer*”) and you (“*you*” or “*Supplier*”) related to your provision of Services and/or Goods to Customer. All terms capitalized herein but undefined shall have the definitions assigned to them in the master services agreement (“*MSA*”) executed by and between Customer and Supplier and its Schedules.

1. Definitions.

1.1. The following capitalized terms used herein shall have the following meanings:

“**Competent Authority**” means the competent authority as referred to in Article 46 of Regulation (EU) 2022/2554.

“**Good Industry Practice**” means exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

“**ICT Incident**” means a single event or a series of linked events that compromise(s) the security of network and information systems, and have an adverse impact on the availability, authenticity, integrity or confidentiality of Customer Information, or on Services provided by Supplier.

“**ICT Risk**” means any reasonably identifiable circumstance in relation to the use of network and information systems which, if materialized, may compromise the security of the network and information systems, of any technology dependent tool or process, of operations and processes, or of the provision of Services by producing adverse effects in the digital or physical environment.

“**ICT Third Party Risk**” means an ICT Risk that may arise for Customer in relation to its use of Services and/or Goods provided by Supplier or by its Subcontractors, including (without limitation) through outsourcing arrangements.

“**Incoming Supplier**” means a supplier (who is not Supplier) appointed by Customer to supply Services (or similar services) and/or Goods (or similar goods) in succession to Supplier on expiration of the MSA or termination or expiration of a SOW.

“**Lead Overseer**” means the European Supervisory Authority appointed in accordance with Article 31(1), point (b) of Regulation (EU) 2022/2554.

“**Mitigate**” means the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the ICT Incident in question, which may include (without limitation) coding and specification changes, provided these are approved by Customer in writing in advance.

“**Service Levels**” means the service levels set out in the Contract Documents or as otherwise agreed between the Parties.

“**Threat-led Penetration Testing**” (or “**TLPT**”) means a framework that mimics the tactics, techniques and procedures of real-life threat actors perceived as posing a genuine cyber threat, that

delivers a controlled, bespoke, intelligence-led (red team) test of Customer's critical live production systems.

2. **Applicable Schedules.** Notwithstanding the order of precedence set out in Section 1.1 of the MSA and irrespective of anything to the contrary set out in any other Contract Document, where this Schedule P applies, the following Schedules shall automatically apply to the provision of Services and/or Goods to Customer: [Schedule E \(Requirements for Information Security Program\)](#); [Schedule K \(Confidentiality and Privacy Terms and Conditions\)](#); [Schedule L \(Business Continuity Planning\)](#); and [Schedule N \(Service Level Agreement\)](#).
3. **Location of Services and Processing of Customer Information.**
 - 3.1. Unless set out in an applicable SOW, Supplier shall notify Customer in writing prior to the commencement of the provision of Services and/or Goods of the specific countries or regions where the Services (including any subcontracted Services) and/or Goods will be provided and where Customer Information will be processed and stored, including but not limited to, the location of data centers and Supplier's and/or Subcontractors' personnel performing Services.
 - 3.2. Supplier shall not change the locations of the provision of Services and/or Goods or processing of Customer Information without first complying with the Change Request procedure set out in Section 3 of the MSA.
4. **Protection of Customer Information.** Without prejudice to any other provision in the Contract Documents, Supplier shall implement and maintain appropriate technical and organizational measures to ensure the availability, authenticity, integrity and confidentiality of all Customer Information processed under the MSA and/or any applicable SOW.
5. **Service Levels.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:
 - 5.1. Supplier shall provide Customer with comprehensive reports on a monthly (or such other frequency agreed between the Parties from time to time) basis detailing its performance in respect of the Service Levels.
 - 5.2. In the event of Supplier seeking to update or revise any Service Levels or Service Level descriptions, it shall notify Customer of such proposed updates and revisions in accordance with the Change Request procedure set out in Section 3 of the MSA.
 - 5.3. The Parties shall have regular meetings on a quarterly (or such other frequency agreed between the Parties from time to time) basis to monitor and review the performance of the provision of Services and the achievement of any Service Levels. Such meetings shall be recorded/documented with meeting minutes by a Party (such Party to be mutually agreed prior to each meeting) and copies of these minutes shall be circulated to and approved by both Parties. Before each meeting, Customer shall notify Supplier, and vice versa, of any issues relating to the provision of Services for discussion at the meeting. At the meeting, the Parties shall agree a plan to address such issues. Progress in implementing the plan shall be included in the agenda for the next meeting.
 - 5.4. In the event of a Service Level Default, Supplier shall:
 - 5.4.1. notify Customer immediately of such Service Level Default;

- 5.4.2. provide Customer with a remediation plan for approval within five (5) business days (or such other timeframe as prescribed and notified to Supplier by Customer from time to time) of the notification of the Service Level Default. If Customer rejects the remediation plan, Supplier shall address any concerns of Customer in the revised remediation plan and provide Customer with such revised remediation plan within five (5) business days of its receipt of Customer's comments. If the revised remediation plan cannot be agreed within five (5) business days, then Customer shall be entitled to terminate the MSA and/or any SOW;
 - 5.4.3. deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Default from recurring; and
 - 5.4.4. carry out the actions identified in the remediation plan in accordance with its terms.
6. **ICT Incidents.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:
 - 6.1. Supplier shall:
 - 6.1.1. Mitigate against all ICT Incidents;
 - 6.1.2. notify Customer immediately if it becomes aware of any ICT Incident and respond to all queries and requests for information from Customer about any ICT Incident, whether discovered by Supplier or Customer; and
 - 6.1.3. at no additional cost to Customer, provide all such assistance as is required to Customer in the event of an ICT Incident occurring.
7. **Reporting and Notifications.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, Supplier shall advise Customer immediately in writing on becoming aware: (i) that it may be unable to perform Services and/or deliver Goods in accordance with the MSA and/or any SOW; or (ii) of any development that may have a material or adverse impact on its ability to perform Services and/or deliver Goods in accordance with the MSA and/or any SOW (including but not limited to Supplier's ability to meet or exceed the Service Levels) or in compliance with any applicable law or regulation.
8. **TLPT Participation.** At Customer's request, Supplier shall (at its own cost) participate in Customer's TLPT (performed by Customer or a third party appointed by Customer to perform the same) and provide such assistance and information as Customer may require.
9. **Right of Access and Audit.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:
 - 9.1. Customer shall have the unrestricted right to access, inspect and audit the performance of Supplier relating to the MSA and/or any SOW on an ongoing basis during normal business hours on a business day and on reasonable notice (save where such audit is conducted in respect of a suspected fraud, in which case no notice shall be required). This shall include but is not limited to:
 - 9.1.1. on-site inspections conducted by Customer, its appointed third parties, or the Competent Authority;
 - 9.1.2. access to Supplier's devices, systems, networks, data and personnel;

- 9.1.3.the right to request information; and
- 9.1.4.the right to take copies of the relevant documentation on-site which is critical to the operations of Supplier provided that this exercise is not impeded or limited by any other contractual arrangements or implementation policies in place.
- 9.2. Customer shall use its reasonable commercial efforts to ensure that the conduct of such audit does not unreasonably disrupt Supplier's business and that its employees, agents or representatives conducting an audit shall have appropriate expertise, qualifications, and skills.
- 9.3. As an alternative to Customer's rights to carry out on-site inspections and audits covering the scope set out in this Section 9, Supplier may request in writing that it, instead, provides Customer with alternative assurances in documentary form, where Supplier is able to produce written evidence (to Customer's satisfaction) that an inspection or audit as described in Section 9.1 would affect the rights of Supplier's other clients. Such assurances may include (without limitation) certificates, reports or pooled audits which, in each case, meet Customer's requirements for assurance (at Customer's sole discretion). Customer shall have the sole discretion to accept or reject this request, and may require further evidence from Supplier for the purpose of assessing the affected rights of Supplier's other clients. Where Customer accepts this request, it may require Supplier to provide additional documentation and information where the level of assurance already supplied is insufficient or unsatisfactory. Where Customer rejects this request, it shall carry out such inspections and audits as it sees fit in accordance with Section 9.1.
- 9.4. Supplier shall on demand provide Customer, its appointed third parties, the Competent Authority or the Lead Overseer (as applicable) with all co-operation and assistance in relation to each on-site inspection and audit, and full access to all information requested by such parties.
- 9.5. At Supplier's request, Customer shall provide Supplier with details on the scope, procedures to be followed and frequencies of audits and inspections to be carried out pursuant to this Section 9.
- 9.6. Each Party shall bear the costs it incurs in respect of any audit unless the audit shows that Supplier is in breach of any of its obligations under the MSA or any SOW, in which case Supplier shall bear the costs of the audit and shall promptly reimburse Customer the amount of the costs incurred by Customer in respect of the audit.
- 9.7. Following any information request, audit or inspection carried out in accordance with this Section 9, Supplier shall (at its own cost) implement, as soon as reasonably practicable, any additional measures requested by Customer.
10. **Cooperation with Competent Authorities and Resolution Authorities.** At Customer's request, Supplier shall provide full cooperation in respect of the provision of Services and/or Goods to the Competent Authorities and Customer's resolution authorities, including but not limited to persons appointed by them.
11. **Training and Awareness.** Supplier shall participate in Customer's ICT security awareness programs and digital operational resilience training from time to time.
12. **Termination.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:

- 12.1. Customer may terminate the MSA and/or any SOW with immediate effect on giving written notice to Supplier:
 - 12.1.1. if Supplier commits a breach of any provision of the MSA or the terms of any SOW which is incapable of remedy;
 - 12.1.2. if Supplier commits a breach of any provision of the MSA or the terms of any SOW which is capable of remedy but which Supplier fails to remedy within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied;
 - 12.1.3. if Supplier commits a breach of any applicable law or regulation, which for the purposes of the MSA shall be deemed to be a breach incapable of remedy;
 - 12.1.4. if Supplier: (i) ceases trading; (ii) is dissolved or liquidated or takes any corporate action for such purpose; (iii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iv) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (v) makes or seeks to make a general assignment for the benefit of creditors; or (vi) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business (any of the above events, acts or proceedings suffered by Supplier is referred to as an “*Insolvency Event*”); or
 - 12.1.5. where the Competent Authority can no longer effectively supervise Customer as a result of the conditions of, or circumstances related to, the MSA or any SOW.
- 12.2. Customer reserves the right to terminate the MSA and/or any SOW immediately on written notice to Supplier where Customer identifies:
 - 12.2.1. circumstances throughout the monitoring of ICT Third Party Risk that are deemed capable of altering Supplier's performance relating to the provision of Services and/or Goods, including but not limited to material changes that affect the arrangement or situation of Supplier; or
 - 12.2.2. weaknesses relating to the Supplier's overall ICT Risk management, in particular (but without limitation) in respect of the availability, authenticity, integrity and confidentiality of Customer Information.
13. **Consequences of Termination or Expiration of the MSA or SOW.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:
 - 13.1. Upon termination or expiration of the MSA or any SOW, or in the event of an Insolvency Event, Supplier shall forthwith cease to use any and all Customer Information received in connection with the MSA or any SOW and shall:
 - 13.1.1. return, on demand, in an easily accessible format;
 - 13.1.2. at Customer's request, grant to Customer access to its premises, systems or networks for the purpose of recovering;
 - 13.1.3. securely destroy; or

13.1.4. permanently erase,

all copies of that Customer Information in its possession or control, save that Supplier shall be permitted to retain copies of such Customer Information if and to the extent required to: (i) perform its termination assistance obligations in Section 14 and as further agreed with Customer; and/or (ii) comply with any applicable laws or regulations.

14. **Termination Assistance.** Notwithstanding anything to the contrary set out in the Contract Documents, where this Schedule P applies, the following shall apply:

14.1. From the date of termination of the MSA or date of termination or expiration of any SOW (as applicable) until such date as the Parties agree (but in the absence of such agreement, for a period of six (6) months after the date of: (i) notice of termination of the MSA or any SOW (as applicable); or (ii) expiration of the relevant SOW) (which period shall be the “***Termination Assistance Period***”) Supplier shall (and shall ensure that any Subcontractor shall comply), at Customer's request, do any one or more of the following:

14.1.1. continue to provide all or any part of Services and/or Goods as agreed between the Parties, in which case Customer shall continue to pay the fees as adjusted to take account of any part of Services and/or Goods not being provided during the Termination Assistance Period and/or any gradual cessation of Services; and/or

14.1.2. take all steps necessary to ensure a seamless transfer of Services and/or Goods (in whole or in part) from Supplier back to Customer and/or any other person, firm or company whom Customer shall appoint to provide services similar to Services and/or goods similar to Goods, which shall include but is not limited to co-operating with any Incoming Supplier. All information which Supplier agrees to provide to Customer or Incoming Supplier shall be provided by Supplier in an easily accessible and comprehensible form and in any industry standard data format.

14.2. Supplier shall, within fifteen (15) business days of a request from Customer, deliver to Customer a draft plan (“***Exit Plan***”) which sets out Supplier's proposed methodology for the successful delivery of Services and/or Goods during the Termination Assistance Period. The Exit Plan shall amongst other things:

14.2.1. address all the issues set out in this Section 14 to facilitate the transition of Services and/or Goods (in whole or in part) from Supplier to Incoming Supplier and/or Customer and shall ensure that there is no disruption in the supply of Services and/or Goods and no deterioration in the quality of delivery of Services and/or Goods;

14.2.2. detail how Services and/or Goods will transfer to Incoming Supplier and/or Customer including (without limitation) details of the processes, documentation, data transfer, systems migration, security and the segregation of Customer's technology components from any technology components run by Supplier or any of its Subcontractors (where applicable);

14.2.3. provide details of the services, functions, responsibilities and outputs to be provided and fulfilled by Supplier under the Exit Plan (“***Exit Services***”);

14.2.4. provide detail on the treatment of Customer Information under the Exit Services; and

- 14.2.5. provide a timetable and associated responsibilities of Supplier for providing the Exit Services.
- 14.3. After the submission of the draft of the Exit Plan, the Parties shall use their respective reasonable endeavours to agree the contents of the Exit Plan within twenty (20) business days.
- 14.4. Supplier shall update the Exit Plan within twenty eight (28) days of:
- 14.4.1. Customer's written request;
 - 14.4.2. any material change in Services and/or the MSA; and
 - 14.4.3. each anniversary of the Effective Date of the MSA,
- in each case reflecting changes to Services and/or Goods since the previous Exit Plan.
- 14.5. Supplier shall test the Exit Plan on each anniversary of the Effective Date of the MSA and update the Exit Plan as the outcome of such testing requires.
- 14.6. Supplier shall submit for Customer's approval the Exit Plan in a final form capable of implementation within ten (10) business days after the date of the relevant notice of termination of the MSA and/or a SOW.
- 14.7. The Parties shall meet and use their respective reasonable commercial efforts to agree the contents of the final form Exit Plan within ten (10) business days.
- 14.8. If the Parties are unable to agree the contents of any Exit Plan submitted by Supplier within the number of days specified in the relevant provision above, such dispute shall be resolved by senior officials appointed for this particular dispute by each respective Party within ten (10) business days of such appointments.
- 14.9. Within thirty (30) days after the end of the Termination Assistance Period (or on termination or expiration of the MSA and/or a SOW if there is no Termination Assistance Period), Supplier shall provide to Customer written confirmation signed by a director of Supplier, certifying Supplier's compliance with the Exit Plan.