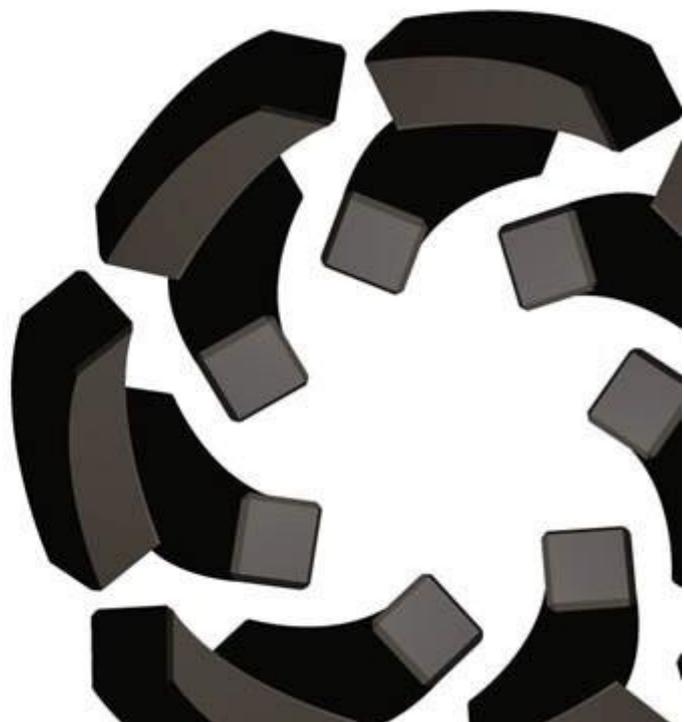




APP Reimbursement Scheme Rules for FPS

Date TBC
Classification: TBC



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1 Document Control

1.1 Version History

VERSION	DATE	REVISION DESCRIPTION/SUMMARY OF CHANGES
0.1	26/07/2023	First draft creation
0.2	02/08/2023	Second iteration following internal legal review
0.3	18/08/2023	Clean draft produced for external legal review
0.4	05/09/2023	Version produced following external legal review and guidance
0.5	06/09/2023	Final draft for Exec following final internal review
0.6	19/09/2023	Revisions following PSR workshops
0.7	26/09/2023	Final draft approval by Pay.UK Exec for PSR consultation

1.2 Document reviewers

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Action: P – Producer; C – Contributor; R – Reviewer; A - Authoriser; I - Information only

1.3 References

This document should be read in conjunction with the following documents and it must be considered to supersede all other assurance documents as far as the implementation of APP Reimbursement is concerned.

DOCUMENT	NOTES
[FINAL PSR LEGAL INSTRUMENTS TO BE INCLUDED]	
[OPERATIONAL GUIDELINES TO BE INCLUDED WHEN DEFINED]	

1.4 Copyright statement

© Copyright in this document lies with Pay.UK Limited. All rights reserved.

The copyright in this document is owned by Pay.UK Limited. All material, concepts and ideas detailed in this document are confidential to Pay.UK. This document shall not be used, disclosed or copied in whole or in part for any purposes unless specifically approved by Pay.UK.

2 Purpose and regulatory context

This Schedule 4 has been drafted pursuant to a requirement by the Payment Systems Regulator (the **PSR**), exercising its powers under section 55 of the Financial Services (Banking Reform) Act 2013 (**FSBRA**), that the Company amend its rules. The section 55 requirement that these rules be drafted is dated **[TBC]**.

The requirement that PSPs comply with this Schedule 4 is directed by the PSR, exercising its powers under section 54 of FBSRA. The section 54 direction that PSPs adhere to these rules is dated **[TBC]**. The section 54 direction also requires that PSPs report certain data concerning APP fraud to the Company, and that Directed PSPs take certain steps to inform Indirect Access Providers about this Schedule 4. The Company will be the data processor and it is acknowledged that the data submitted to the reimbursement scheme will also be used to comply with any legal or regulatory obligations that the Company may be subject to.

Reimbursements are not a revocation of a payment or will otherwise alter the settlement finality of payments executed through FPS.

3 Reimbursement requirement and scope

Application

- 3.1 This Schedule 4 applies to any *Directed PSP* or *Indirect Access Provider*, regardless of whether they are a *Member of Faster Payments* and are party to the FPS Rules, Rules for the Faster Payments Service, or not.

Reimbursement requirement

- 3.2 If a *Victim* submits details of a *Reimbursable APP scam payment(s)* to their *Sending PSP*, the *Sending PSP* must pay the *Reimbursable Amount*, calculated under these rules, to the *Victim*.
- 3.3 If a *Sending PSP* submits details of their payment of such *Reimbursable Amount* to the reimbursement scheme, the *Receiving PSP* must pay the *Reimbursable Contribution*, calculated under these rules, to the *Sending PSP*.
- 3.4 Together, these clauses 3.2 and 3.3 are the '*Reimbursement requirement*'.

Scope of requirement Reimbursable APP scam payment

- 3.5 An *APP scam payment* means a payment order authorised by a *Victim* as part of an *APP scam* which has all the following features:
1. It is authorised by a *Victim* who is (i) a customer of and holds a payment account with the *Sending PSP* and (ii) holds that payment account as a *Consumer*;
 2. It is executed by the *Sending PSP* from a payment account located in the UK;
 3. The resulting funds transfer is settled through FPS;
 4. The payment is settled to a payment account located in the UK that is not controlled by the *Victim*;
 5. The payment is executed to the payment account identified in the *Victim's* payment order to the *Sending PSP*, but:
 - a. that payment account is not controlled by the recipient who the *Victim* intended to receive the payment, or
 - b. the payment is for a purpose other than that intended by the *Victim*.
- 3.6 An *APP scam payment* is a *Reimbursable APP scam payment* if the *Sending PSP* having conducted an *Assessment* determines that:
1. the *Consumer* standard of caution exception does not apply, or the *Victim* was a *Vulnerable Consumer* at the time when the *APP scam payment* was authorised;
 2. the *Victim* is not party to the fraud;
 3. the *Victim* is not claiming fraudulently or dishonestly to have been defrauded;

4. the Victim is not claiming for an amount which is the subject of a civil dispute or other civil legal action;
 5. the Victim is not claiming for an amount which the Victim paid for an unlawful purpose; and
 6. the Sending PSP has been notified of the APP scam payment within 13 months of the occurrence of the APP scam payment.
- 3.7 The Sending PSP shall calculate the **Reimbursable Amount**, with respect to the value of a Reimbursable APP scam payment, as follows:
1. the Sending PSP may deduct from the value of the Reimbursable APP scam payment anything exceeding the Maximum Level [£TBD by the PSR]; and
 2. the Sending PSP may decline to pay the first **£[Excess TBD by the PSR]** of the value of the Reimbursable APP scam payment (the **Excess**), unless the Victim was a Vulnerable Consumer at the time when the APP scam payment was authorised in which case this sub-clause shall not apply.
- 3.8 The Sending PSP shall calculate the Reimbursable Contribution, with respect to the value of a Reimbursable Amount, as follows. The Reimbursable Contribution shall be:
1. the lesser of:
 - a. 50% of the Reimbursable Amount paid by the Sending PSP; and
 - b. £[maximum level TBD by the PSR],minus;
 2. 50% of the value of any Excess which the Sending PSP could have declined to pay under sub-clause 3.7.2 above.
- 3.9 The Sending PSP shall provide evidence in accordance with clause 4.1 of the basis for its calculation of the Reimbursable Contribution when it submits details of the Reimbursable Amount for payment.
- 3.10 A Sending PSP shall:
1. collect notifications of Reported APP scams from its customers in accordance with clause 4.2;
 2. assess each Reported APP scam to determine whether it is a Reimbursable APP scam payment in accordance with clause 3.7; and
 3. submit information on each Reported APP scam and the payment of each Reimbursable Amount to the reimbursement scheme in accordance with clause 4.1.

4 Payment of the Reimbursement Amount

Collection of APP scam cases by Sending PSPs

- 4.1 If a Sending PSP receives a Reported APP scam, the Sending PSP shall immediately [‘immediately’ will be agreed as part of the compliance monitoring regime to be proposed by Pay.UK and approved by the PSR] notify the reimbursement scheme that it has received the Reported APP scam, and shall include all of the following details which have been provided in the report by the Consumer:
1. the sort code and account number of the account to which the payment was executed (whether or not the Sending PSP has confirmed that such account is held in the UK with a Receiving PSP);
 2. the amount(s) of all APP scam payment(s) reported;
 3. the date and time at which the APP scam payment(s) were reported by the Victim; and
 4. any other information received by the Sending PSP confirming or explaining that the payment was not made to the recipient intended by the Consumer or that the payment was received for a purpose other than that intended by the Consumer.
- 4.2 The PSP must record the date and time at which it receives the reporting of an APP scam case by the Consumer.

Assessment of Reported APP scams

- 4.3 When a Sending PSP receives a notification of a Reported APP scam in accordance with clause 4.1 above, the Sending PSP shall conduct an Assessment in accordance with clause 4.4 and pay any Reimbursable Amount to the Consumer within five *business days*, except to the extent that such period is extended in accordance with clause 4.5 below.
- 4.4 The Sending PSP should conduct an Assessment to determine whether the Reported APP scam details a Reimbursable APP scam payment. The Sending PSP may request that the Consumer provide reasonable further details to evidence that the criteria of a Reimbursable APP scam payment are met, in accordance with such procedures as the Sending PSP may reasonably determine from time to time.
- 4.5 The five-business day period within which a Sending PSP must comply with clause 4.3 above, may be extended only by as many business days as are necessary for the Sending PSP to:

Request and receive any of the following information:

- a. additional information from Victims to assess the claim
- b. additional information from Victims to assess whether the Victim is a Vulnerable Consumer (if relevant to the Sending PSP’s Assessment)
- c. Where relevant, to verify that a claims management company is submitting details of a Reported APP scam with the express consent of the Consumer

1. In cases where the Sending PSP has evidence of first party fraud, to request and receive additional information from the Receiving PSP and/or law enforcement and/or other relevant parties which is reasonably necessary to determine whether a first party fraud has occurred.
 2. In cases where a scam appears to have involved multiple PSPs, to request and receive such additional information from the other PSPs involved as is reasonably necessary.
- 4.6 If the Sending PSP wishes to request and receive information from the Receiving PSP in accordance with clause 4.5 above, the Sending PSP must follow the method of communication to be specified by Pay.UK through operational guidance and may vary from time to time.
- 4.7 The five-business day period within which sub-clause 4.3 must be complied with shall be deemed to continue from such time as the Sending PSP has received any information requested under clause 4.5 and does not need to request any further information from any party in order to determine whether the Reported APP scam satisfies the criteria of a Reimbursable APP scam payment.
- 4.8 The Sending PSP shall retain a record of each Assessment.

Outcome of Assessment

- 4.9 If a Sending PSP assesses that a Reported APP scam case satisfies the criteria of a Reimbursable APP scam payment, it shall:
1. Inform the Victim of its decision, credit the payment account which the Victim holds with the Sending PSP with the Reimbursable Amount, and (if appropriate) provide an explanation as to why the Reimbursable Amount is less than the total value of the APP scam case.
 2. Submit a notification to the reimbursement scheme that the Reported APP scam reported in accordance with clause 4.1 shall result in a request for payment of a Reimbursement Contribution.
- 4.10 If a Sending PSP assesses that a Reported APP scam case does not satisfy the criteria of a Reimbursable APP scam payment, it shall:
1. Inform the customer that the Reported APP scam does not satisfy the criteria of a Reimbursable APP scam payment and, to the extent permitted by law, provide a summary of the reasons for that decision; and
 2. Submit a notification to the reimbursement scheme that the Reported APP scam reported in accordance with clause 4.1 shall not result in any request for payment of a Reimbursement Contribution.

Payment of the Reimbursable Amount

- 4.11 If a Sending PSP assesses that a Reported APP scam satisfies the criteria of a Reimbursable APP scam payment, it shall credit the value of the Reimbursable Amount to the payment account from which the APP scam payment(s) occurred by no later than the end of the fifth business day (subject to any extension pursuant to clause 4.5 above) following the notification of the Reported APP scam under clause 4.1 above.

5 Payment of Reimbursement Contribution

5.1 If a Sending PSP has:

- a) paid the Reimbursement Amount with respect to a Reimbursable APP scam case in accordance with all relevant provisions of clause 4.11 above, and
- b) submitted the details listed in clause 5.2 below to the reimbursement scheme,

the Reimbursable Contribution shall become payable by the Receiving PSP in accordance with such settlement procedures as the Operator may determine from time to time.

5.2 The details which a Sending PSP must submit to the reimbursement scheme are:

1. confirmation that:
 - a. the Reimbursement APP scam payment was executed through Faster Payments
 - b. the Reimbursement APP scam payment was authorised by the customer of the Sending PSP
 - c. the Sending PSP executed the payment and is an FCA-authorised PSP;
 - d. at the time when they authorised the Reimbursable APP scam payment, the customer was a Consumer;
2. the sort code and account number of the account to which the scam payment was received;
3. the date and time of the payment of the Reimbursable Amount to the Victim;
4. reason code [TBD in the data standard by Pay.UK] for extending five-business day requirement under clause 4.5, if applicable; and
5. the amount(s) of:
 - a. the APP scam payment;
 - b. the Reimbursable Amount;
 - c. any deductions made pursuant to clause 3.7 above;
 - d. the Reimbursable Contribution;

5.3 The scam case data standard, as defined in clause 5.2 will be specified by Pay.UK through operational guidance and which may vary from time to time.

5.4 The Receiving PSP must pay the Reimbursement Contribution within a [ultimate backstop time period TBD by Pay.UK] using FPS, following the procedures to be specified by Pay.UK.

6 Repatriation of Victims' funds

- 6.1 If a Receiving PSP repatriates all or a portion of the funds transferred pursuant to an APP scam payment and holds it subject to an obligation to disburse the funds to the Victim (**Repatriated Funds**), clauses 6.2 and 6.3 shall apply, subject to any alternative instructions received from a court, regulator, law enforcement or disputes body.
- 6.2 If the Sending PSP has not paid the Reimbursement Amount to the Victim, all Repatriated Funds shall be transferred to the payment account of the Victim.
- 6.3 If the Sending PSP has paid the Reimbursement Amount to the Victim:
1. the Receiving PSP shall be entitled to retain such value of Repatriated Funds as is less than or equal to the Reimbursement Contribution;
 2. the Sending PSP shall be entitled to retain such value of Repatriated Funds as is less than or equal to the Reimbursement Amount;
 3. where the value of Repatriated Funds is greater than the value of the Reimbursement Amount, the Victim shall be entitled to payment of that excess and the Sending PSP shall transfer such excess to the payment account of the Victim; and
 4. where the value of Repatriated Funds is less than the value of the Reimbursement Amount, the Sending PSP and Receiving PSP shall be entitled to retain the Repatriated Funds in the same proportion as the reimbursement that each has paid to the Victim.
- 6.4 The Receiving PSP must calculate the amount of Repatriated Funds which are payable to the Sending PSP and, within [ultimate backstop TBD by Pay.UK]:
1. execute such payment through FPS; and
 2. notify the reimbursement scheme and the Sending PSP of the value of Repatriated Funds and the calculation performed pursuant to clause 6.3 above.

7 Compliance

Under this Schedule 4 we will act on breaches of the reimbursement rules by PSPs in line with applicable enforcement procedures. Those procedures ‘the compliance monitoring proposals’ [TBD by Pay.UK] are for an effective regime to monitor all Directed PSP’s compliance with the reimbursement rules. These procedures are subject to the approval of the PSR. The Operator will also provide opportunity for representations by Directed PSP’s on the compliance monitoring proposals.

8 Commencement

The obligation to comply with the Reimbursement Requirement shall commence on [TBD] 2024.

9 Interpretation of Rules

- 9.1 This Schedule 4 is incorporated into and forms part of the FPS Rules, Rules for the Faster Payments Service.
- 9.2 All relevant terms of the FPS Rules, Rules for the Faster Payments Service apply with respect to the clauses of this Schedule 4 except as follows:
1. Where a clause in this Schedule 4 conflicts with a clause in the FPS Rules, Rules for the Faster Payments Service;
 2. In relation to any clauses in the FPS Rules, Rules for the Faster Payments Service pertaining to the manner in which the Rules are enforced, which shall be substituted (in relation to the clause of this Schedule 4) by enforcement by the PSR pursuant to its powers under clauses [TBD by the PSR] of the Financial Services (Banking Reform) Act 2013;
 3. Any reporting obligations set out in this Schedule 4 shall apply in addition to any reporting obligations set out in the FPS Rules, Rules for the Faster Payments Service pursuant to Section 2;
 4. All notification obligations set out in this Schedule 4 shall apply in addition to any notification obligations set out in the FPS Rules, Rules for the Faster Payments Service, but shall be performed pursuant to the notification procedures set out in this Schedule 4 rather than those set out in the FPS Rules, Rules for the Faster Payments Service;
 5. This Schedule 4 shall be subject to amendment by the Company only pursuant to a direction or requirement by the Payment Systems Regulator, except where such amendments are exclusively administrative or technical in nature.
- 9.3 The obligations set out in this Schedule 4 are without prejudice to any conflicting obligations which any Sending PSP or Receiving PSP has under other UK laws or regulations.

10 Interpretation of definitions

- 10.1 The FPS Rules, Rules for the Faster Payments Service or any other Reference Documents or any other agreement or document shall be construed as a reference to the FPS Rules or the other Reference Documents or such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with, the FPS Rules or the other Reference Documents or, as the case may be, such other agreement or document.
- 10.2 Any reference to an enactment (which includes any legislation in any jurisdiction) includes references to:
- (a) that enactment as re-enacted, amended, extended, applied, or any enactment that enactment re-enacts, or applied by or under any other enactment (before, on or after the date of this document);
 - (b) any subordinate legislation made (before, on or after the date of this document) under that enactment, as re-enacted, amended, extended or applied as described in paragraph 10.2(a).
- 10.3 The clause, paragraph, headings and the table of contents used in this document are inserted for ease of reference only and shall not affect construction or interpretation.
- 10.4 Unless the context defines otherwise, subject to paragraph 10.1 -10.2 above, in this document the following terms have the meanings assigned to them as follows:

Account controlled by the consumer	A Payment Account which a Consumer can access and from which they can make payments. It is not sufficient for it to be in the Consumer's name.
Authorised push payment or APP	A Consumer payment, initiated by the Sending PSP in accordance with an authorisation given by its Consumer.
APP scam (authorised push payment scam)	Where a person manipulates or deceives, by way of fraud or dishonesty, a Consumer into transferring funds from the Consumer's payment account to a payment account not controlled by the Consumer, where the payment is not made to the recipient intended by the Consumer, or the payment is for a purpose other than that intended by the Consumer. For the avoidance of any doubt, where the person is part to any fraud or dishonesty referred to above, this is not an APP scam for the purposes of the reimbursement requirement or the reimbursement rules.
APP scam case	A fraudulent act, or a fraudulent course of conduct, that leads to one or more APP scam payments.

<p>APP scam case data</p>	<p>Such data as the payment systems operator of FPS requires, from time to time, in order to discharge their obligation, under paragraph 5.1 of [SDXX number TBC by the PSR], placed upon them by the PSR.</p>
<p>APP scam payment</p>	<p>An APP, authorised by a Victim as part of an APP scam, which has all the following features:</p> <ol style="list-style-type: none"> 1. It is executed through Faster Payments 2. It is authorised by a PSP’s Consumer 3. It is executed by that PSP in the UK 4. The payment is received in an account in the UK that is not controlled by the Consumer 5. The payment is not to the recipient intended by the Consumer or the payment is for a purpose other than that intended by the Consumer
<p>Authorisation</p>	<p>For the purpose of the reimbursement requirement, in the context of a payment means that the payer has given their explicit consent to:</p> <ol style="list-style-type: none"> 1. The execution of the payment transaction, or 2. The execution of a series of payment transactions of which that payment transaction forms part
<p>Business day</p>	<p>For the purposes of the reimbursement rules, means any day (period of 24 hours beginning at midnight) which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in any part of the United Kingdom (England, Wales, Scotland and Northern Ireland, but not the Channel Islands or the Isle of Man).</p>
<p>Consumer</p>	<p>Refers to in-scope customers of PSPs. These are individuals, microenterprises (an enterprise that employs fewer than ten persons and that has either an annual turnover or annual balance sheet total that does not exceed £2 million) and charities (a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustees Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008).</p>
<p>Consumer standard of caution</p>	<p>To be defined by the PSR in [its separate publication PSRX]</p>

Consumer standard of caution exception	To be defined by the PSR in [its separate publication PSRX]
Directed PSP	A PSP participating in Faster Payments to which SDXX applies.
Faster Payments	The Faster Payments Scheme as a regulated payment system designated by Order from the Treasury on 1 April 2015.
Indirect Access Provider	A Payment Service Provider with access to Faster Payments that has an agreement or arrangements with another person for the purpose of enabling that other person ('indirect customer PSP') to provide services for the purposes of enabling the transfer of funds using Faster Payments or to become a payment service provider in relation to Faster Payments.
Member of Faster Payments	Directly connected settling and directly connected non-settling participants.
Operator	Has the same meaning as under section 42(3) of FSBRA ¹ in relation to the Faster Payments system.
Payment Account	An account held in the UK in the name of one or more consumers which is used for the execution of payment transactions.
Payment System	Has the same meaning as under section 41(1) FSBRA 2013.
Payment Systems Regulator	The body corporate established under section 40 of FSBRA.
Payment service provider or PSP	Has the same meaning as under section 42(5) of FSBRA.
Receiving PSP	A PSP providing a payment account into which APP scam payments are received.
Reimbursable Amount	The amount of compensation to be paid to a Victim by their Sending PSP, with respect to the value of a Reimbursable APP scam payment, as calculated in accordance with clause 3.7.

¹ <https://www.legislation.gov.uk/ukpga/2013/33/contents/enacted>

Reimbursable APP scam payment	An APP scam payment where the consumer standard of caution exception set out in the reimbursement rules does not apply and the claim was made within the time limit set out in the reimbursement rules.
Reimbursable Contribution	The amount of compensation to be paid to a Sending PSP by a Receiving PSP, with respect to the value of a Reimbursable Amount, as calculated in accordance with clause 3.8.
Reimbursement requirement	The obligation conferred on directed PSPs under paragraph 3.1 of SDXX.
Reimbursement rules	Any rules created as a result of the PSR's Specific Requirement [X] on the Faster Payments operator to create and implement rules on PSPs reimbursing their Consumers when they fall Victim to APP scams.
Repatriation	Where a Receiving PSP is able to detect, freeze and return funds stolen as part of an APP scam.
Reported APP scam	An APP scam reported by a Victim in accordance with clause 4.1.
Sending PSP	A PSP that provides a payment account for a Consumer, from which one or more APP scam payments were made.
Victim	A Consumer who has made one or more APP scam payments.
Vulnerable Consumer	Has the same meaning as when the term is used by the FCA in its <i>Guidance for firms on the fair treatment of vulnerable customers</i> ² , namely that a vulnerable Consumer is someone who, due to their personal circumstances, is especially susceptible to harm – particularly when a firm is not acting with appropriate levels of care.

² <https://www.fca.org.uk/publications/finalised-guidance/guidance-firms-fair-treatment-vulnerable-customers>

11 Confidentiality

11.1 Each PSP agrees to treat as confidential any information which comes into its possession as a result of its participation in the APP Reimbursement scheme (including, for the avoidance of doubt, any information which comes into its possession as a result of its shareholding in the Company) where such information is by its nature confidential or where the Participant knows or should reasonably know it to be confidential. This Rule 11.1 does not apply to information which:

- a) is already in the public domain when received; or
- b) is subsequently brought into the public domain otherwise than by such PSP; or
- c) was already known to the PSP at the time of receipt and was not acquired by the PSP under any obligation of confidence; or
- d) was independently developed by the PSP without any use of confidential information provided by the Company.

A PSP may disclose such confidential information to its accountants, auditors, legal or other professional advisers. A PSP may disclose such confidential information if and to the extent required by applicable law or regulation in any jurisdiction. A PSP may disclose such confidential information if and to the extent required or requested by any court, competent regulatory or governmental authority, tax authority or securities exchange in any jurisdiction whether or not the requirement or request has the force of law and any other persons to whom a PSP is required by court order or by statutory or regulatory rule to disclose such information, and to other persons approved by the Company for disclosure of the type of confidential information concerned, provided that it takes reasonable steps to procure that any such person maintains the confidentiality of that information.

11.2 The Company agrees to treat as confidential any information which comes into its possession as a result of its operation of the APP Reimbursement scheme where such information is by its nature confidential or where the Company knows or should reasonably know it to be confidential. This Rule 11.2 does not apply to information which:

- a) is already in the public domain when received; or
- b) is subsequently brought into the public domain otherwise than by such PSP; or
- c) was already known to the PSP at the time of receipt and was not acquired by the PSP under any obligation of confidence; or
- d) was independently developed by the PSP without any use of confidential information provided by the Company.

The Company may disclose such confidential information to the Company's accountants, auditors, legal or other professional advisers. The Company may disclose such confidential information if and to the extent required by applicable law or regulation in any jurisdiction. The Company may disclose such confidential information if and to the extent required or requested by any court, competent regulatory or governmental authority, tax authority or securities exchange in any jurisdiction whether or not the requirement or request has the force of law and any other persons to whom the Company is required by court order or statutory or regulatory

rule to disclose or is permitted by this Schedule 4 to disclose such information, and (in relation to a Participant) to other persons approved by that Participant or permitted by this Schedule 4 for disclosure of the type of confidential information concerned, provided that the Company takes reasonable steps to procure that any such person maintains the confidentiality of that information.