# DEED OF CONFIDENTIALITY

**(NON EMPLOYED WORKER)**

**This Undertaking is made as a** **Deed** on the date shown below.

I, [*Ramesh Raju Sangaraju*] of [*B3-11-3, Pantai hil park, phase2, Kuala Lumpur, Malaysia*] have been engaged by.[*HCL*] (the “**Contractor**”) to provides services (the **“Services”**) to *[SCB]* (the **“Company”**). I undertake as follows:

1. **Definitions**
   1. In this Deed:

#### **"Confidential Information"** means all proprietary and confidential information of the Company, and those of its customers, clients, personnel or suppliers whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential or which is designated as such and which the Company or the Group desires to protect against unrestricted disclosure or competitive use, including without limitation:

#### information relating directly or indirectly to the Group’s business, including but not limited to details of trade secrets, know-how, strategies, ideas, operations, compliance information, processes, methodologies and practices;

#### information relating directly or indirectly to a member of the Group’s plans, intentions, know-how, market opportunities and business affairs or those of its suppliers, customers (including potential customers) and clients;

#### information relating to customers or clients of any Group member (including but not limited to past, present and/or future customers or clients, third party guarantors or sureties of any member of the Group) and information from which it is practicable for the identity of the customer or client to be directly or indirectly ascertained by reference to other data, records or information.

#### information supplied to the Group by suppliers which the Company is not authorised to disclose;

#### works of authorship, products and materials written and prepared by the Company or another member of the Group including but not limited to computer programs, data, diagrams, charts, reports, specifications, sketches, inventions and working papers or similar materials of whatever nature or on whatever media relating thereto;

#### any information resulting directly or indirectly from the Services and all copies, notes, records and all related information (in any form) generated by the Company or any other member of the Group based on or arising from the Services.

#### “**Group**” means: Standard Chartered Bank and:

#### any person, body corporate, partnership, firm or other entity in which on or after the date of this Deed from time to time Standard Chartered Bank directly or indirectly:

##### owns more than half the capital, income, business assets or any other comparable equity or ownership interest; or;

##### has the power to exercise fifty percent (50%) or more of the voting rights in such entity; or

##### has the legal power to direct or cause the direction or general management or affairs of the entity in question;

##### has the power to appoint or remove more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or

##### has the right to manage the business of such entity; and

#### any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over Standard Chartered Bank the rights or powers listed in (a) above (“a Controller”); and

#### any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (a) above; and

#### the Company.

1. **Confidentiality**
   1. Except as necessary for the purpose of my engagement with the Contractor, I will not, directly or indirectly, during the period of and following my engagement with the Contractor, disclose to any person or use, copy, adapt or alter for any purpose any Confidential Information without prior written consent of the Company, or as required by law.
   2. I will keep all Confidential Information confidential and take all necessary precautions to ensure that all Confidential Information is held in confidence (whether communicated orally, in writing, electronic form or otherwise, and minimise the risk of unauthorised disclosure or use of such Confidential Information.
   3. I will not remove the Confidential Information from the premises or computer systems of the Company or any member of the Group except as requested by the Company. If the Company provides its written permission to remove certain Confidential Information I will, on completion of the Services or at such earlier time as required by the Company, return to the Company all Confidential Information together with any copies or records of the Confidential Information that have been made.
   4. These commitments regarding confidentiality are made on the understanding that they will not prevent me from disclosing any information where I can demonstrate and document to the Company’s satisfaction that such information:

#### was in my possession (with full right to disclose) prior to receiving it from the Company or the Group; or

#### was or subsequently came into the public domain other than by my breaching commitments under this Deed; or

#### was independently developed by me or received by me from a third party who acquired it lawfully.

* 1. Nothing in this clause shall preclude you from making a disclosure under the Group Speaking Up Policy which is available on the Bank’s intranet (including to a regulator).  This includes protected disclosures about topics previously disclosed to another recipient.
  2. I agree that the unauthorised disclosure of Confidential Information will be to the detriment of the Company and that the commitments contained in this Deed regarding confidentiality will apply whilst I am performing the Services and thereafter until the Confidential Information ceases to be confidential.

**EXECUTED AS A DEED:**

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| **Signed, sealed and delivered by:** |  |  |
|  |  |  |
| **Signature** |  | **Full name**  **RAMESH RAJU SANGARAJU** |
| **Date** |  |  |
| **28/10/2021** |  |  |
| **Witness's signature** |  | **Witness’ full name** |