

Cook Islands – Secrecy clauses

International Companies Act 1981-82 Clause 227 Secrecy and the subsequent

International Companies Amendment Act 1991 Clause 80 - Secrecy

(Restricting the project from accessing to country Customer Offshore Information Data)

International Companies Act 1981-82

227. Secrecy - (1) All proceedings, other than criminal proceedings, relating to international companies commenced in any Court either under the provisions of this Act or for the purpose solely of determining the rights or obligations of officers, members or holders of debentures, and any appeal from a decision therein, shall, unless such Court otherwise orders, be heard in camera and no details of the proceedings shall be published by any person without leave of such Court.

(2) Where -

- (a) in any proceedings for winding-up an international company the Court is satisfied that the company or any officer thereof has failed to comply with any provision of this Act; or
- (b) an international company or any officer thereof is convicted by any Court of any offence under this Act,

such Court may, if it thinks fit, order that the records and registers of that company are to be deposited with the Registrar and that such records, books and registers and the entries in the Registrar's registers and records relating to that company are to be opened to public inspection.

International Companies Amendment Act 1991

Clause 80 - Secrecy

80. Secrecy - (1) Section 227 of the principal Act is amended by adding the following subsections -

"(3) Any person or entity who, with respect to an international company or a foreign company registered under this Act and whether in the Cook Islands or elsewhere -

- (a) divulges;
- (b) attempts, offers or threatens to divulge;
- (c) induces or attempts to induce other persons to divulge;
- (d) incites, abets, counsels or procures any person to divulge; or
- (e) is knowingly concerned in the divulging of; any information or communication in respect of, in relation to or concerning -
 - (i) the membership of or beneficial ownership of, any share or other interest in such a company;
 - (ii) the identity of any member of such a company or the interest (legal or beneficial) of any such member in such a company;
 - (iii) the management or officers of such a company;

V. Sri Krishnan
29/01/2021

- (iv) any of the business, financial or other affairs or transactions of such a company;
- (v) the assets or liabilities of such a company; or
- (vi) the existence of, or the contents of, any register maintained by such a company or any other documentation held by the company,

shall be guilty of an offence against this Act.

(4) Notwithstanding subsection (3) of this section, an offence shall not be committed where information is divulged or made available to the extent reasonably required in the circumstances:

- (a) by an officer of an international company or a foreign company to the Registrar or the Minister for the purpose of complying with, or facilitating the giving effect to, the provisions of this Act;
- (b) by an officer of an international company or foreign company to any person for the purpose of carrying on the business of the company or is otherwise in the best interests of members: provided that nothing herein shall permit compliance with any demand or request for information by any foreign government or any court or tribunal of any country other than the Cook Islands where the divulging of the information will, or is likely to, result in the payment of any tax, penalty or any fine by the company; or
- (c) by an officer of an international company or a foreign company to any foreign government or any court or tribunal of any country other than the Cook Islands, but only if and to the extent that the court in the Cook Islands so directs, having been satisfied that the information is required and will be used solely for the purposes of an investigation or prosecution of any person in relation to the sale, or the laundering of the proceeds of sale, of any prohibited narcotic substances, whether that sale or laundering occurred in the Cook Islands or elsewhere;
- (d) by any person to an officer of an international company or a foreign company or trustee company in the course of the performance of the duties of that officer;
- (e) by an officer of an international company or foreign company to a member of the company where all of the directors of that company consent to such disclosure (or otherwise in accordance with section 107 of this Act);
- (f) by an officer of an international company or a foreign company to any other person where all of the directors of that company consent to such disclosure;
- (g) by an officer of an international company or a foreign company to a legal practitioner for the purpose of obtaining legal advice for the benefit of that officer;

N. Sri Krishnan
29/01/2021

Provided that the Minister may in his absolute discretion prohibit any disclosure of any information permitted by this Act.

(5) Nothing in this section shall prevent the Court from requiring any person to produce documents or to give evidence in any criminal proceedings or in any civil proceedings of any facts relevant in proceedings in a Court in the Cook Islands.

(6) In recognition of the desirability of maintaining secrecy in respect of the activities of all international companies and foreign companies registered under this Act, the Minister shall be obliged to do all things which, in his opinion, are necessary to give full effect to the provision of this section.

(7) This section shall bind all instrumentalities of the Government of the Cook Islands in their executive, legislative and judicial capacities.

(8) This section shall apply to every international company and to every foreign company to the extent to which that information relates to any branch of the foreign company in the Cook Islands or any business which it conducts in the Cook Islands or in relation to any person who is a resident of the Cook Islands."

V. Sasi wish
29/01/2021

AUTHORISED ACCESS TO PRODUCTION DATA

CONFIDENTIALITY UNDERTAKING

This undertaking is made by each FIO Analyst (the "Authorised Disclosee") from the Global FIO to enable them to perform their duties in relation to Customer, Account, Transaction and Reference (CATR) data from each of the nominated APEA countries (the "Discloser") for purposes of compliance with anti-money laundering and sanctions regulations. Both the prescribed duties and nominated APEA countries are presented in *Risk Assessment - AML Scenario Manager Tuning - Use of Production Data in a non-Production TMS environment for Project and BAU*.

Approval for access to this customer data has been obtained by the regional approvers as described in Global FIO systems access process.

As a condition to the Authorised Disclosee having access to such information, the Authorised Disclosee agrees to treat any information concerning the Discloser's CATR data (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this undertaking (this "Undertaking") and to take or abstain from taking certain other actions herein set forth.

1. CONFIDENTIALITY

1.1 Ownership of Confidential Information

The Authorised Disclosee acknowledges that the Confidential Information is, and remains at all times, the property of the Discloser.

1.2 Protection of Confidential Information

The Authorised Disclosee must keep the Confidential Information strictly confidential and not disclose it or allow it to become available directly or indirectly to any third party, except as provided for in this Undertaking.

1.3 Authorised Use of Confidential Information

The Authorised Disclosee must not access or use the Confidential Information for any reason except as strictly necessary for performing their duties under this Undertaking, or otherwise without the Discloser's prior written consent. The Authorised Disclosee must strictly comply with each Law, Regulatory Requirement and Code of Conduct applicable to the Confidential Information in each of the Discloser countries. The Authorised Disclosee must strictly comply with any restraint on the use of the Confidential Information that may be stipulated by the Discloser at any time.

1.4 Reasonable Precautions to Maintain Confidentiality

N. Sankush
29/01/2021

The Authorised Disclosee must take all reasonable precautions to maintain the confidentiality of the Confidential Information and to protect it from unauthorized access, use and disclosure, including:

- (a) restricting access to, and use of, the Confidential Information to a strict and genuine need to know basis for any specific purpose for which any specific Confidential Information was disclosed by the Discloser or, in the absence of an express or implied specific purpose, the purpose of performing this Undertaking;
- (b) copying or otherwise reproducing Confidential Information only as required for performing under this Undertaking;
- (c) modifying, summarizing, producing derivations of, or incorporating within other material, the Confidential Information only as strictly required for performing under this Undertaking;
- (d) complying with any reasonable security and safety procedures notified in writing to the Authorised Disclosee by the Discloser;
- (e) immediately notifying the Discloser of any circumstance that comes to their attention regarding any actual or potential breach of confidentiality by any Authorised Disclosee, and if such a breach does arise, that it is immediately ceased and remedied to the reasonable satisfaction of the Discloser; and
- (f) making every effort to cooperate with the Discloser in any investigation, prosecution, or remedial action taken by the Discloser in relation to the protection of the Confidential Information;
- (g) ensuring that they use all practical and legal options available to them to ensure that their conduct does not result in a breach of this clause, and if such a breach does arise, that it is immediately ceased and remedied to the reasonable satisfaction of the Discloser; and

1.5 Treatment of Confidential Information post the activities prescribed in this Undertaking

Upon termination of this Undertaking, or at any time upon the written request of the Discloser (at its absolute discretion), the Authorised Disclosee must, subject to clause 1.7:

- (a) irretrievably delete, erase or otherwise destroy all Confidential Information in the Authorised Disclosee's possession or control that is not capable of delivery to the Discloser, including that contained in computer memory, magnetic, optical, laser, electronic or other media, and confirm in writing to the Discloser that it has done so; and

1.6 Retention of Confidential Information

N-Sai Vishwa
29/01/2021

Provided that the Authorised Disclosee continues to comply with its obligations under this clause, they may retain any Confidential Information that:

- (a) the Authorised Disclosee is required by Law or any Regulatory Requirement to retain; or
 - (b) the Authorised Disclosee is required to retain to comply with any legitimate audit policies.
- 1.7 Remedy in Respect of Unauthorized Disclosure or Use of Confidential Information

The Authorised Disclosee acknowledges that:

- (a) the Confidential Information is secret and highly confidential to the Discloser;
- (b) breach of their obligation under this clause could cause considerable commercial and financial detriment to the Discloser;

1.8 Survival of Confidentiality Obligations

The provisions of this clause will remain in force following the termination of this Undertaking until such time as the information no longer constitutes Confidential Information.

2. Privacy

- 2.1 No use or disclosure of Personal Information except for permitted purposes under this Undertaking.

Authorised Disclosee will not use or disclose any Personal Information for a purpose other than a permitted purpose without the prior written approval of Discloser, unless the use or disclosure is required by Law.

2.2 Transfer of Personal Information

The Authorised Disclosee must not transfer Personal Information (other than to Discloser) without the prior written approval of the Discloser.

2.3 Obligation to Protect Personal Information

The Authorised Disclosee must:

- (a) take all reasonable steps to protect all Personal Information in its possession or control against misuse and loss and from unauthorized access, modification or disclosure;
- 2.4 Authorised Disclosee to Implement Directions

V-Sai wish
29/01/2021

In relation to the handling of Personal Information, the Authorised Disclosee must comply with any reasonable request by the Discloser made for the purpose of the Discloser implementing:

- (a) any of Discloser's privacy obligations under any Law in any jurisdiction that is applicable to the Discloser;
- (b) any applicable guideline, recommendation, direction or determination issued by a government agency; or
- (c) the Discloser's privacy policy from time to time.

2.5 General Obligations of Authorised Disclosee Regarding Privacy

Authorised Disclosee must:

- (a) ensure that they do not use any Personal Information for any purpose other than under this Undertaking, and do not disclose any Personal Information unless required to do so by Law;
- (b) immediately notify Discloser if they become aware of a breach or possible breach of its obligations in relation to the collection, use, disclosure, storage or handling of Personal Information;
- (c) immediately notify Discloser where they are requested or required by Law to disclose any Personal Information as part of any legal proceedings or by any Government Agency.

2.6 Survival of Privacy Obligations

The provisions of this clause will remain in force following the termination of this Undertaking.

V. Sanjiv Singh
29/01/2021



NON DISCLOSURE AGREEMENT

Australia and New Zealand Banking Group Limited, Hong Kong Branch ("ANZ Hong Kong") may provide you access to customer data, financial and operational information ("Confidential Information").

It is imperative that you treat the Confidential Information that you obtain as strictly confidential, stored securely, and use it only for the purposes of [*]

By signing this Non-Disclosure Agreement ("Agreement"), you shall:

1. Keep the Confidential Information in the strictest confidence.
2. Not part with possession of the Confidential Information.
3. Not share, disclose, copy, reproduce or part with possession of any document or other part of the Confidential Information, unless prior approved by ANZ Hong Kong in writing or to the extent permitted by law.
4. Comply with all applicable laws as may be in force from time to time which regulate the bank secrecy, collection, storage, use and disclosure of information, as if it were subject to those laws.
5. Promptly return, upon request from ANZ Hong Kong, all Confidential Information which has been made available by ANZ Hong Kong and destroy documents (both written and electronic) or other material containing, embodying, based on or derived from any part of the Confidential Information, and cease using the Confidential Information for any purpose whatsoever.

This Agreement is governed by and construed in accordance with the laws of Hong Kong.

This Agreement shall be effective from the date this Agreement is signed and will remain in force during your tenure as an employee of ANZ

Notwithstanding the above, your obligations in this Agreement shall survive the termination of this Agreement and shall continue to be binding on you without time limit.

Upon signing, please immediately return this to:

Australia and New Zealand Banking Group Limited

[31st Floor
One Exchange Square
8 Connaught Place
Central, Hong Kong]
Attention :
Email :

If you are in doubt as to your obligations in this process, please contact **Rachael Griffin** on **(85-2) 3929 5482**.

Australia and New Zealand Banking Group Limited, Hong Kong Branch

I acknowledge receipt of the Agreement and confirm and agree that I will act in accordance with the terms of this Agreement.

Signature

Date

Full Name

Please read and ensure you understand and acknowledge the following message.

CONFIDENTIALITY AGREEMENT

(1) In the matter of **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED TOKYO BRANCH and OSAKA BRANCH** (now collectively referred to as “**ANZ Japan**”), pursuant to the Banking Law of Japan (the **Banking Act**) and Personal Data Protection Law of Japan(**PDPL**);

I acknowledge as follows:

- (i) I am a staff of the Australia and New Zealand Banking Group Limited in Australia. I may, in the course of performing my duties, be handling live files pertaining to information of the customers of ANZ Japan and their accounts.
- (ii) I acknowledge that there is a duty of secrecy to ensure that all information relating to the affairs of the customers of ANZ Japan and their accounts must be strictly safeguarded and any breach of the secrecy provisions in the Banking Law and PDPL may render a person liable on conviction to a fine and/or a term of imprisonment.
- (iii) I hereby undertake to observe strictly all the secrecy provisions of the Banking Law and PDPL and to keep secret and confidential all the customer information of ANZ Japan, including without limitation, records, registers or any correspondence or material with regard to the account of any customers of ANZ Japan which by reason of my capacity or office I have access to. I further undertake I shall not use, share or disclose any customer information which comes to my knowledge during my appointment unless permitted by law.
- (iv) This obligation and undertaking shall survive even after the end of my appointment with the Australia and New Zealand Banking Group Limited and shall continue to be binding on me without time limit.

** The following columns must be filled out completely.*

User Information	
Name	Sai Krishne Velpula
Branch	RISK Tech 833 collins
Department	RISK Tech
User ID (LAN)	veipuls2
Acknowledged Date	29/01/2021
Justification for Request	ORC application development
Signature	V-Sai Krishne
Line Manager Information	
Name	Sandip patil
Branch	833 collins
Department	RISK tech
User ID (LAN)	patils
Signature	

**ANZ Japan use only*

Registration	Confirmation	COO Approval	Risk Mgr Approval

V-Sai Krishne
29/01/2021

LETTER OF UNDERTAKING – PRIVACY AND CONFIDENTIALITY

For use by FIO Singapore (including, for the avoidance of doubt, any external advisers of ANZ)

TO : **ANZ Korea, Seoul Branch**
22nd Floor, Kyobo Building, 1, Chongro 1 Ka
Chongro Ku, Seoul, Korea

ATTN : **Richard Watt (Chief Operating Officer – South Korea)**

RE : **PRIVACY AND CONFIDENTIALITY (South Korea)**

I confirm that I am aware of and understand the duties and obligations relating to privacy and confidentiality of customer information and data under the Banking Act of the Republic of South Korea Republic the Computer-Processed Personal Data Protection Act (together the "**Applicable Laws and Regulations**") and will strictly observe them.

I shall not give, divulge or reveal information of whatsoever nature regarding the accounts of any customer of ANZ Korea, Seoul Branch together with any branch thereof in South Korea (the "**Bank**") except to the extent permitted to do so under Applicable Laws and Regulations. I understand that any breach of the privacy and confidentiality provisions of the Applicable Laws and Regulations may constitute an offence.

I shall keep confidential all matters or information concerning any operations, transactions and affairs of the Bank (including its subsidiaries and related entities) and its customers, and shall not use or attempt to use information that I am entrusted with or which may come to my knowledge in the course of my professional relationship with the Bank, to injure or prejudice directly or indirectly the interests of the Bank.

My undertaking herein shall continue notwithstanding the termination or cessation of my professional relationship with the Bank for whatever reason.

V. Sri Krishna 29/01/2021

(Signature & Date)

Name in full	:	Velpula Sri Krishna
Company Name	:	ANZ
Department	:	Risk Tech
Designation	:	Developer



NON DISCLOSURE AGREEMENT

Australia and New Zealand Banking Group Limited, Myanmar Branch ("ANZ Myanmar") may provide you access to customer data, financial and operational information ("Confidential Information").

It is imperative that you treat the Confidential Information that you obtain as strictly confidential, stored securely, and use it only for the purposes of providing agreed services to ANZ Myanmar.

By signing this Non-Disclosure Agreement ("Agreement"), you shall:

1. Keep the Confidential Information in the strictest confidence.
2. Not part with possession of the Confidential Information.
3. Not share, disclose, copy, reproduce or part with possession of any document or other part of the Confidential Information, unless prior approved by ANZ Myanmar in writing or to the extent permitted by law.
4. Comply with all applicable laws as may be in force from time to time which regulate the bank secrecy, collection, storage, use and disclosure of information, as if it were subject to those laws.
5. Promptly return, upon request from ANZ Myanmar, all Confidential Information which has been made available by ANZ Myanmar and destroy documents (both written and electronic) or other material containing, embodying, based on or derived from any part of the Confidential Information, and cease using the Confidential Information for any purpose whatsoever.

This Agreement shall be effective from the date this Agreement is signed and will remain in force during your tenure as an employee of ANZ.

Notwithstanding the above, your obligations in this Agreement shall survive the termination of this Agreement and shall continue to be binding on you without time limit.

Upon signing, please immediately return this to:

Australia and New Zealand Banking Group Limited, Myanmar Branch

2nd Floor, Union Financial Centre

Corner of Mahabandoola and Thein Phyu Road

Botataung, Yangon, Republic of the Union of Myanmar

If you are in doubt as to your obligations in this process, please contact Head of Compliance, ANZ Myanmar.

Australia and New Zealand Banking Group Limited, Myanmar Branch

Rajesh Ahuja
Chief Executive Officer
ANZ Banking Group Limited (Myanmar branch)

I acknowledge receipt of the Agreement and confirm and agree that I will act in accordance with the terms of this Agreement.

N. Sai Krishna
Signature

29/01/2021
Date

Vedula Sai Krishna
Full Name



Taiwan Banking Secrecy Declaration

To have access to Taiwan customer information you must confirm your understanding of the Taiwan Banking Secrecy Provision by completing this declaration.

Once you have completed the declaration ensure you save a copy as it must be provided to IT when making requests for system or shared folder access.

Full Name	Sai Krishne Kelpala
LAN ID	Velpu52
Business Unit	RISK Tech
Department	RISKTech

In relation to the Taiwan Banking Secrecy regulations I hereby declare that :

As part of my job responsibility I am required to access and/or view information of ANZ Taiwan customer and their accounts.

I agree to observe strictly all the secrecy provisions of the Banking Act and Banking Regulations and to keep confidential all the Customer Information (including, but not limited to, those stipulated in Paragraph 2 of Article 48 of the Banking Act *) and all the Personal Information (as defined in Personal Information Protection Act **) of ANZ Taiwan, including without limitation, records, registers or any correspondence or material with regard to the account of any ANZ Taiwan customers which by reason of my capacity or office I have access to.

I undertake that I shall not use, share or disclose any Customer Information and/or Personal Information which comes to my knowledge during my appointment unless permitted by law. I shall use my best endeavors to prevent the use or disclosure by or to any person of any Customer Information and/or Personal Information which comes to my knowledge in the course of performing my duties.

This obligation and undertaking shall survive even after the end of my appointment with the Australia and New Zealand Banking Group Limited and shall continue to be binding without time limit.

Note *: The Banking Act of the Republic of China (Please refer to:
<http://law.moj.gov.tw/Eng/LawClass/LawAll.aspx?PCode=G0380001>)

Note ** : Personal Information Protection Act (Please refer to :
<http://law.moj.gov.tw/Eng/LawClass/LawAll.aspx?PCode=I0050021>)

Signature: V.Sai Krishne
Date: 29/01/2021

AUTHORISED ACCESS TO PRODUCTION DATA

CONFIDENTIALITY UNDERTAKING

This undertaking is made by each person (the "Authorised Disclosee") nominated from the Anti-Money Laundering Business project, FIO Analytics teams (inc FIO trainers), and authorised members of the technology and environment support and test team to perform duties in relation to Customer, Account, Transaction and Reference (CATR) data from each of the nominated APEA countries (the "Discloser") for purposes of compliance with anti-money laundering and sanctions regulations. Both the prescribed duties and nominated APEA countries are presented in *Risk Assessment - AML Scenario Manager Tuning - Use of Production Data in a non-Production TMS environment for Project and BAU*.

Approval for access to this CATR data has been obtained by either the Chief Operating Officer or Chief Risk Officer for each of the nominated APEA countries that are presented in the abovementioned Risk Assessment.

As a condition to the Authorised Disclosee having access to such information, the Authorised Disclosee agrees to treat any information concerning the Discloser's CATR data (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this undertaking (this "Undertaking") and to take or abstain from taking certain other actions herein set forth.

1. CONFIDENTIALITY

1.1 Ownership of Confidential Information

The Authorised Disclosee acknowledges that the Confidential Information is, and remains at all times, the property of the Discloser.

1.2 Protection of Confidential Information

The Authorised Disclosee must keep the Confidential Information strictly confidential and not disclose it or allow it to become available directly or indirectly to any third party, except as provided for in this Undertaking.

1.3 Authorised Use of Confidential Information

The Authorised Disclosee must not access or use the Confidential Information for any reason except as strictly necessary for performing their duties under this Undertaking, or otherwise without the Discloser's prior written consent. The Authorised Disclosee must strictly comply with each Law, Regulatory Requirement and Code of Conduct applicable to the Confidential Information in each of the Discloser countries. The Authorised Disclosee must strictly comply with any restraint on the use of the Confidential Information that may be stipulated by the Discloser at any time.

N. Sohniwala
20/01/2021

1.4 Reasonable Precautions to Maintain Confidentiality

The Authorised Disclosee must take all reasonable precautions to maintain the confidentiality of the Confidential Information and to protect it from unauthorized access, use and disclosure, including:

- (a) restricting access to, and use of, the Confidential Information to a strict and genuine need to know basis for any specific purpose for which any specific Confidential Information was disclosed by the Discloser or, in the absence of an express or implied specific purpose, the purpose of performing this Undertaking;
- (b) copying or otherwise reproducing Confidential Information only as required for performing under this Undertaking;
- (c) modifying, summarizing, producing derivations of, or incorporating within other material, the Confidential Information only as strictly required for performing under this Undertaking;
- (d) complying with any reasonable security and safety procedures notified in writing to the Authorised Disclosee by the Discloser;
- (e) immediately notifying the Discloser of any circumstance that comes to their attention regarding any actual or potential breach of confidentiality by any Authorised Disclosee, and if such a breach does arise, that it is immediately ceased and remedied to the reasonable satisfaction of the Discloser; and
- (f) making every effort to cooperate with the Discloser in any investigation, prosecution, or remedial action taken by the Discloser in relation to the protection of the Confidential Information;
- (g) ensuring that they use all practical and legal options available to them to ensure that their conduct does not result in a breach of this clause, and if such a breach does arise, that it is immediately ceased and remedied to the reasonable satisfaction of the Discloser; and

1.5 Treatment of Confidential Information post the activities prescribed in this Undertaking

Upon termination of this Undertaking, or at any time upon the written request of the Discloser (at its absolute discretion), the Authorised Disclosee must, subject to clause 1.7:

- (a) irretrievably delete, erase or otherwise destroy all Confidential Information in the Authorised Disclosee's possession or control that is not capable of delivery to the Discloser, including that contained in computer memory, magnetic, optical, laser, electronic or other media, and confirm in writing to the Discloser that it has done so; and

V Sri Vismer
29/01/2021

1.6 Retention of Confidential Information

Provided that the Authorised Disclosee continues to comply with its obligations under this clause, they may retain any Confidential Information that:

- (a) the Authorised Disclosee is required by Law or any Regulatory Requirement to retain; or
- (b) the Authorised Disclosee is required to retain to comply with any legitimate audit policies.

1.7 Remedy in Respect of Unauthorized Disclosure or Use of Confidential Information

The Authorised Disclosee acknowledges that:

- (a) the Confidential Information is secret and highly confidential to the Discloser;
- (b) breach of their obligation under this clause could cause considerable commercial and financial detriment to the Discloser;

1.8 Survival of Confidentiality Obligations

The provisions of this clause will remain in force following the termination of this Undertaking until such time as the information no longer constitutes Confidential Information.

2. Privacy

2.1 No use or disclosure of Personal Information except for permitted purposes under this Undertaking.

Authorised Disclosee will not use or disclose any Personal Information for a purpose other than a permitted purpose without the prior written approval of Discloser, unless the use or disclosure is required by Law.

2.2 Transfer of Personal Information

The Authorised Disclosee must not transfer Personal Information (other than to Discloser) without the prior written approval of the Discloser.

2.3 Obligation to Protect Personal Information

The Authorised Disclosee must:

- (a) take all reasonable steps to protect all Personal Information in its possession or control against misuse and loss and from unauthorized access, modification or disclosure;

V-Sai Prishna
29/01/2021

2.4 Authorised Disclosee to Implement Directions

In relation to the handling of Personal Information, the Authorised Disclosee must comply with any reasonable request by the Discloser made for the purpose of the Discloser implementing:

- (a) any of Discloser's privacy obligations under any Law in any jurisdiction that is applicable to the Discloser;
- (b) any applicable guideline, recommendation, direction or determination issued by a government agency; or
- (c) the Discloser's privacy policy from time to time.

2.5 General Obligations of Authorised Disclosee Regarding Privacy

Authorised Disclosee must:

- (a) ensure that they do not use any Personal Information for any purpose other than under this Undertaking, and do not disclose any Personal Information unless required to do so by Law;
- (b) immediately notify Discloser if they become aware of a breach or possible breach of its obligations in relation to the collection, use, disclosure, storage or handling of Personal Information;
- (c) immediately notify Discloser where they are requested or required by Law to disclose any Personal Information as part of any legal proceedings or by any Government Agency.

2.6 Survival of Privacy Obligations

The provisions of this clause will remain in force following the termination of this Undertaking.

V. Son *Kishore*
20/01/2021

Vanuatu Legislative Secrecy Clauses

International Companies Act 1992 (incorporating amendments of the International Companies (Amendment) Act 1993, the International Companies (Amendment) Act 1994 and International Companies (E-Commerce Amendment) Act 2000)	section 125	<p>Must not divulge, attempt, offer or threaten to divulge or induce or attempt to induce other persons to divulge any information concerning or respecting:</p> <ul style="list-style-type: none"> (a) the shareholding in, or beneficial ownership of any share(s) in a company; (b) the management of such company; or (c) any of the business, financial or other affairs or transactions of the company; <p>Except when required by a court of competent jurisdiction with respect to any company, for the purposes of the administration of this Act or for the carrying on of the business of the company in Vanuatu or elsewhere.</p>
Trust Companies Act, Chapter 69	section 9	<p>Must not disclose to any other person any information entrusted in confidence, or acquired in the person's capacity or in the course of the person's duties as public officer, employee, agent, liquidator, receiver or in a professional or similar fiduciary relationship, respecting the affairs of any trust company, whatsoever while employed or acting in such capacity or relationship or after ceased to be employed or act in such capacity or relationship unless specifically authorised by the trust company concerned and except for:</p> <ul style="list-style-type: none"> (a) when lawfully required to do so by any court of competent jurisdiction within Vanuatu; or (b) under provisions of any law in force in Vanuatu; or (c) in the case of a public officer, for the purpose of the performance and exercise of the person's duties and functions under this Act.

V. Sasi Krishne
20/01/2021

You have either nominated yourself or have been nominated by your line manager as requiring access to production data in a non-production environment for one or more of the following activities leading up to release 4.3 of the AML Monitoring Platform project:

- SMT tuning
- Testing and investigation of technical configuration
- FIO training
- FIO investigation

You may be accessing production data from one or more of the following countries: (American Samoa, Cambodia, Cook Islands, Fiji, Germany, Guam, Hong Kong, Philippines, China, Japan, Kiribati, United Kingdom, United States, Papua New Guinea, Samoa, Singapore, Solomon Islands, South Korea, Taiwan, Tonga and Vietnam).

The conditions under which you may access this production data for all countries (except for Singapore) are set out in the confidentiality agreements attached to this email. They are:

- 1. General Confidentiality Undertaking.** This Confidentiality Undertaking applies to access to data from all countries in scope for all required activities, except for Singapore. The NDA procedure relating to Singapore data will be managed directly by Singapore. You will soon receive (or may have already received) a request directly from them for acceptance of their own NDA.
- 2. Addendum to General Confidentiality Undertaking.** This addendum contains additional secrecy conditions required by Vanuatu, specifically relevant to International Companies and Trust Companies information/data.

Please read and ensure you understand both the General Confidentiality Undertaking and the Addendum. Please sign and date this page and all pages within the attached documents to agree to non-disclosure of production data.

 General
 International
Confidentiality Agreement
Companies Act 1992

V-Eswar Krishnan
20/01/2021

APPENDIX

NON DISCLOSURE AGREEMENT

ANZ Bank (Vietnam) Limited ("ANZVL") may provide you access to its customer data, financial and operational information ("Confidential Information") in the course of performing your duties.

It is imperative that you treat the Confidential Information as strictly confidential, stored securely, and use it only for [] [Please insert the purpose]

By signing this Non-Disclosure Agreement ("Agreement"), you shall:

1. Keep the Confidential Information in the strictest confidence.
2. Not part with possession of any of the Confidential Information.
3. Not share, disclose, copy, reproduce or part with possession of any and/or all of the Confidential Information, except with prior written consent from ANZVL.
4. Comply with all Vietnamese applicable laws as in force from time to time which regulate the bank secrecy, collection, storage, use and disclosure of information, as if it were subject to those laws.
5. Indemnify and hold ANZVL harmless in the event of losses or damages caused or incurred by ANZVL, as a consequences of your disclosure of Confidential Information or breach of this Agreement.
6. Within 30 (thirty) days as of request from ANZVL, return all Confidential Information which has been made available to you and destroy documents (both written and electronic) or other material containing, embodying, based on or derived from any part of the Confidential Information, and cease using the Confidential Information for any purpose whatsoever.

This Agreement is governed by and construed in accordance with the laws of Vietnam.

This Agreement shall survive even after the termination of my employment with [name of ANZ offshore entity] and shall continue to be binding on me without time limit.

Upon signing, please immediately return this to:

[Address]
[Attention]
[Email]

ANZ Bank (Vietnam) Limited

ACKNOWLEDGEMENT

I acknowledge receipt of this Agreement and confirm my acceptance to be bound by all the terms of this Agreement.

Signature

V-Saikishna

Full Name

Yelpula Sai Krishna

Date

29/01/2021