

Confidentiality Undertaking and Consent Form

Deed made on _____ of _____ 20____

BY _____

IN FAVOUR OF

Australia and New Zealand Banking Group Limited, ABN 11 005 357 522, of ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, Victoria 3008 (ANZ).

I, _____, in consideration of ANZ providing me with certain Confidential Information, access to secure premises and systems, undertake and agree with ANZ as follows:

DEFINITIONS

1. In this Deed:

- a. **ANZ Group** means ANZ and each other member of the group constituted by the following entities, now or in the future:
 - i. all related bodies corporate of ANZ (according to the meaning in section 50 of the *Corporations Act 2001* (Cth)); and
 - ii. all bodies corporate, trusts, unincorporated joint ventures and all other business associations in which ANZ or a related body corporate of ANZ has a shareholding or participation interest of at least 30%,and a reference to an ANZ Group member shall be construed accordingly.
- b. **ANZ's Intellectual Property** means all present and future intellectual property owned from time to time by any member of the ANZ Group and includes all intellectual property in any data that is:
 - i. provided to me by ANZ; or
 - ii. is transmitted, received or stored, processed, generated, compiled or modified through the use, or in connection with the provision of the Services.
- c. **Confidential Information** means all technical, financial, commercial and other information (in whatever medium, including documentary, verbal, pictorial and electronic forms) of or relating to the ANZ Group or its business affairs, which is disclosed to, observed by or otherwise becomes available to, or accessible by me (including by means of any briefing, discussion, negotiation, request, submission, document or other communication or activity, or by provision of access to the locations (electronic or otherwise) where the information is stored) which:
 - i. is marked or otherwise denoted as being 'confidential', 'sensitive', 'private' or any other similar description; or
 - ii. a reasonable person would (having regard to the nature of the information) consider confidential, but excluding information that:
 - iii. becomes readily available in the public domain without breach of this Deed or any obligation of confidence.
- d. **Moral Right** means:
 - i. a right of attribution of authorship; or
 - ii. a right not to have authorship falsely attributed; or
 - iii. a right of integrity of authorship; or
 - iv. a right of a similar nature,which is conferred by statute, and which exists or comes to exist anywhere in the world.
- e. **Services** means the services to be provided by me to ANZ.

TERM AND TERMINATION

2. The Confidential Information includes any ANZ Intellectual Property that is not readily available in the public domain other than through a breach of this Deed or any obligation of confidence.
3. This Deed shall be binding for the period of time commencing on the date of its execution and ending on the date that ANZ advises me that ANZ considers none of the Confidential Information any longer to be confidential.

CONFIDENTIALITY

4. I acknowledge that the Confidential Information is, and remains at all times, the property of ANZ. This Deed does not convey any proprietary or other interest in the Confidential Information to me or to any other person.
5. During the currency of this Deed and after its termination, I will not disclose, either directly or indirectly, to any person or company any of the Confidential Information (including, without limitation, information about ANZ, any ANZ Group member or its customers) that I may acquire except where authorised in writing by ANZ or directed in writing by ANZ to do so.
6. During the currency of this Deed, I will not use or access any of the Confidential Information for any reason except as necessary for the provision of the Services to ANZ or otherwise with ANZ's prior written consent. I will strictly comply with any restraint on the use of the Confidential Information that may be stipulated by ANZ or its employees at any time.
7. At the request of ANZ, I will, whether during the term of this Deed or after its termination, deliver to ANZ all Confidential Information in addition to all books, papers, software code, writings or any other things belonging to ANZ, the ANZ Group or its customers, together with all copies thereof, that might come into my possession or under my control.
8. I shall not disclose and/or discuss the terms and conditions of this Deed with any other person without the prior written consent of ANZ, and I acknowledge that such actions may cause significant inconvenience and/or damage to ANZ. I agree that ANZ has the right to seek and obtain immediate injunctive relief from breaches of this Deed, in addition to any other rights and remedies it may have.

MORAL RIGHTS

9. For the purpose of clause 195 AWA(3) of the Copyright Act 1968 (Cth), or any other similar legislation in respect of moral rights anywhere in the world, I hereby consent to ANZ doing or omitting to do anything which would otherwise infringe my Moral Rights.

POLICE RECORD

10. I warrant that I have not been convicted of a criminal offence in any country anywhere in the world and I acknowledge and accept that ANZ (or ANZ's agent) may conduct a police clearance check to validate this statement without obtaining further consent from me.

TAXES

11. ANZ has made no representation to me regarding my personal income tax liability.

PRIVACY

12. In addition to the terms and conditions contained in Deed, ANZ has codes, policies and procedures that apply to me and I must read, and be familiar with, all ANZ codes, policies and procedures as varied from time to time. In particular you warrant that you are aware of and will comply with the National Privacy Principles as set out in the Privacy Act 1988.

RIGHT TO WORK

13. I will provide and deliver to ANZ documentary evidence of my identity and my right to work, and acknowledge that ANZ, its agents and contractors, may reasonable conduct searches and inquiries for the purpose of verifying my past work experience, compliance with laws and sanctions, and right to work.

JURISDICTION

14. I acknowledge that this Deed is governed by the laws of the State of Victoria, Australia. In relation to any legal action or proceedings arising out of or in connection with this Deed, I submit to the non-exclusive jurisdiction of the courts in the State of Victoria, Australia and waive any objection to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

SEVERABILITY

15. I acknowledge that if for any reason a provision of this Deed is held to be illegal, invalid or unenforceable in any jurisdiction, it will be read down or severed to the extent necessary so that it will not be so construed and that the illegality, invalidity or unenforceability or any provision in any jurisdiction will not affect the legality, validity or enforceability of any other provision, or of that provision in any other jurisdiction.

EXECUTED as a Deed by

Witnessed by

(Insert Signature)

(Insert Signature of Witness)

(Insert Name)

(Insert Name of Witness)

(Insert Residential Address)

(Insert Address of Witness)

(Insert Place of Execution)

(Insert Date)