

## CONFIDENTIALITY AND SECRECY UNDERTAKING

I, \_\_\_\_\_, (the "Consultant") recognize and acknowledge that by the execution of this Confidentiality and Secrecy Undertaking with **OVERSEA-CHINESE BANKING CORPORATION LIMITED ("OCBC")**, I confirm that I have been notified and that I understand the effect of and undertake to observe the obligations set out herein and prevent disclosure of information that will cause OCBC or any of its subsidiaries or associated companies to violate:

- a its common law duty to its customers to keep affairs of their customers confidential; and
- b. its statutory duty pursuant to Section 47 of the Banking Act Cap 19 not to disclose any information relating to, or any particulars of, an account of a customer, whether the account is in respect of a loan, investment or any other type of transaction or deposit information to any person except as expressly provided in the Banking Act Cap 19.

I agree to treat certain information and materials received or otherwise obtained from OCBC as confidential, and to exercise at least the same degree of care with respect to OCBC's Confidential Information that I would exercise to protect my own confidential information from unauthorized disclosure or use. As a condition to me performing any services for OCBC, I agree, and I do hereby agree, to abide by the obligations of confidentiality, which include the following:

1. not to disclose OCBC's Confidential Information without the prior written consent of OCBC, ;
2. not to reproduce OCBC's Confidential Information in any media without the prior express written approval of OCBC;
3. not to remove or transmit OCBC's Confidential Information from OCBC's premises without OCBC's express prior written consent;
4. not to remove any copyright or other proprietary notice or indication of confidentiality contained on or included in any item of OCBC's Confidential Information; and
5. to reproduce any copyright or other proprietary notice or indication of confidentiality on any reproduction, modification or translation of such Confidential Information.

I agree that for purposes of this Confidentiality and Secrecy Undertaking, "Confidential Information" shall mean and include all tangible or intangible information and materials, in any form or medium (and without regard to whether the information is owned by OCBC or by a third party), that is furnished or disclosed to me by OCBC, or otherwise obtained by me from OCBC.

I further acknowledge the competitive value and confidential nature of the Confidential Information and that damage could result to OCBC if information contained therein is disclosed to any third party by me, in breach of our obligations contained in this Confidentiality and Secrecy Undertaking. I further acknowledge that OCBC shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this Confidentiality and Secrecy Undertaking and that I shall not oppose the granting of such relief.

By signing this Confidentiality and Secrecy Undertaking, I intend for OCBC to rely upon my adherence to the obligation of confidentiality set forth above in permitting me to perform the services required by OCBC.

Signed, sealed and delivered by:

In the presence of:

Acknowledged receipt:

\_\_\_\_\_

*Prashant Gangwar*

\_\_\_\_\_

Name: \_\_\_\_\_

Name: Prashant Gangwar

Name: \_\_\_\_\_

NRIC or Passport No: \_\_\_\_\_

Designation: Service Delivery Lead

Designation: \_\_\_\_\_

Nationality: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 19-July-2022

Date: \_\_\_\_\_

