

1 Disclosure of Confidential Information

- 1.1 Subject to Clauses 1 and 2 of this Annex, the Parties agree that any Confidential Information shall be kept confidential.
- 1.2 The Parties consent to the monitoring or recording of communications (including electronic mail, telephone calls and website usage) where required or allowed by Law or to ensure compliance with the Parties' respective policies and procedures. The Parties further agree that either Party may produce such records as evidence in any proceedings brought in connection with the Relationship Documents.
- 1.3 The Customer may disclose the Bank's Confidential Information to:
- (a) members of its group and service providers, sub-contractors, agents, and any Infrastructure Provider provided that the Customer may only make such disclosure on a confidential basis, and in connection with receipt of the Services under the Relationship Documents;
 - (b) Authorities, auditors, professional advisers or as otherwise required or reasonably necessary under law, regulation, order of a court, or binding request from an Authority; and
 - (c) any other person with the Bank's written consent.
- 1.4 Restrictions on the disclosure of Confidential Information by either Party shall not apply to information that:
- (a) is in or enters into the public domain other than in breach of the Relationship Documents;
 - (b) is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or
 - (c) was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

2 Collection and Use of Customer Information (including Confidential Information)

2.1 Collection

Members of the Group may collect, use and share Customer Information, which may be requested from a person acting on the Customer's behalf. Customer Information may also be collected by or on behalf of members of the Group from other sources, and generated or combined with other information available to members of the Group.

2.2 Processing and Sharing

- 2.2.1 Customer Information will be processed, transferred and disclosed by the Bank and/or members of the Group in connection with the following Purposes:
- (a) the provision of services and as necessary for the Bank to approve, manage, administer or effect any transactions requested or authorised by the Customer;
 - (b) meeting Compliance Obligations;
 - (c) conducting Compliance Activity;
 - (d) the collection of any amounts due and outstanding from the Customer;
 - (e) conducting credit checks and obtaining or providing credit references;
 - (f) to enforce or defend the Bank's, or a member of the

Group's rights;

- (g) for internal operational requirements of the Bank or the Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and
- (h) the maintenance of the Bank's overall relationship with the Customer.

2.2.2

By using the Services, the Customer agrees that the Bank may also, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the Group;
- (b) any sub-contractors, agents, service providers, or associates of the Group (including their employees, directors and officers);
- (c) in response to any requests from any Authorities;
- (d) persons acting on behalf of the Customer, Infrastructure Providers, payment recipients, beneficiaries, account nominees, agent banks, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, and companies in which the Customer has an interest in securities (where such securities are held by the Bank for the Customer);
- (e) any party to a transaction acquiring interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references; and
- (g) in response to any potential payer's request, the Bank's confirmation limited to the Customer's Account information to that potential payer, its payment service provider and persons acting on their behalf,

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

2.3 Protection of Customer Information

Whether it is processed in a home jurisdiction or overseas, in accordance with Data Protection Legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the Group, their staff and third parties are subject to. Customer Information will be treated with the same degree of care that the Group exercises to protect its own Confidential Information of a similar nature.

3 Customer Obligations

- 3.1 The Customer confirms, warrants and has responsibility for ensuring that every person whose information (including Personal Data or Tax Information) they have provided to a member of the Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in the Relationship Documents. The Customer shall advise such persons that they may have rights of access to, and correction of, their Personal Data.

3.2

The failure of a Customer to supply its, or its Connected Person's, Tax Information and accompanying statements,

waivers and consents, as may be requested, may result in the Bank making its own decision with respect to the status of the Customer and/or its Connected Persons, including whether such Customer and/or its Connected Persons is reportable to a Tax Authority. Such failure may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

4 Tax Compliance

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations in all jurisdictions in which those obligations arise, and relating to the opening and use of accounts and/or services provided by the Bank and/or members of the Group. The Customer shall be responsible for the deduction or withholding on account of any tax with respect to any amount paid, transferred or held by the Bank pursuant to any Service and shall be responsible for the payment and proper reporting of any such tax. The Customer confirms that, whenever required by Law, it has reported and will continue to report the assets deposited at the Bank and/or members of the Group as well as the income generated by those assets to the competent tax authorities.

5 Compliance Activity

The provision of Services by the Bank and members of the Group may be affected by Compliance Activity and any impact on the performance of the Bank's obligations due to Compliance Activity or any actions taken by the Bank as a result thereof shall not constitute a breach of the Bank's agreements with the Customer.