



## Trade Practices Act 1974

### Undertaking to the Australian Competition and Consumer Commission given for the purposes of section 87B

by

**Cash Services Australia Pty Limited**

**ACN 092 486 827**

#### Recitals

- A. Australian and New Zealand Banking Group Limited (**ANZ**), Commonwealth Bank of Australia (**CommBank**) and Westpac Banking Corporation (**Westpac**) are proposing to enter into an arrangement for the acquisition and management of transportation and cash processing activities and for the provision of cash exchange services.
- B. Cash Services Australia Pty Limited (**CSA**) has been established to carry out these operations.
- C. Carreker Corporation (**Carreker**) is an entity which it is proposed will licence to CSA certain of the software to be utilised by CSA in the cash logistics activities.
- D. CSA has made submissions to the Australian Competition and Consumer Commission (**Commission**) and has expressed the view that the proposed activities of CSA will not have the effect or likely effect of substantially lessening competition in any relevant market.
- E. The Commission has expressed concerns that the proposed activities of CSA may breach section 45(2) of the Trade Practices Act 1974.
- F. CSA does not agree with any of the concerns expressed by the Commission with respect to its proposed activities but has agreed (without admission) to give the undertakings contained herein to overcome the concerns of the Commission.
- G. The Commission agrees that upon implementation of the undertakings contained herein its concerns in respect of the proposed acquisition will be overcome.

#### 1 Definitions

**Armoured Carrier:** a provider of transportation services who is a party to a Service Agreement with CSA.

**Cash exchange services:** services associated with the provision of a market for trading notes and coins and coordinating the physical delivery of those notes and coins between entities that are periodically cash rich and entities that are periodically cash deficient.

**Cash logistics activities:** the transportation and cash processing activities, including but not limited to cash delivery, cash collection, cash processing and storage, vault storage and security services.

**Cash Points:** branches, automated teller machines or other points at which cash logistics activities are required.

**Code of conduct:** the protocol for information sharing set out in the Schedule 1 of this undertaking.

**Commission:** the Australian Competition and Consumer Commission.

**CSA:** Cash Services Australia Pty Limited ACN 092 486 827.

**CSA Customers:** entities with whom CSA has entered into a Customer Agreement.

**Customer Agreement:** the agreement to be entered into between CSA and a CSA Customer for the provision of cash logistics activities.

**Founding members:** ANZ, CommBank, Westpac and Carreker.

**Member:** a person who has agreed to obtain Cash logistics activities or Cash exchange services from CSA at the same prices as those services are obtained from CSA by a Founding Member.

**Service Agreement:** the agreement to be entered into between CSA and an Armoured Carrier pursuant to the request for tender dated 28 February 2001.

**Shareholders Agreement:** the agreement to be entered into between ANZ, CommBank, Westpac and Carreker with respect to their shareholding in CSA.

## 2 Interpretation

In this undertaking, the singular includes the plural and vice versa.

## 3 Commencement and duration of undertaking

3.1 This undertaking commences on the date that it is executed by the Commission by way of acceptance of the undertaking.

3.2 This undertaking will continue for 5 years from the date of this undertaking.

## 4 No restrictions on carriers

4.1 CSA shall not place any contractual or other restriction on the competitive ability of an Armoured Carrier to provide Cash logistics activities or any other like activities to any person including but not limited to restricting Armoured Carriers providing services or activities to non CSA customers using or incorporating, either directly or indirectly, routes used to service CSA customers.

4.2 CSA will not place any restriction on an Armoured Carrier in relation to the prices charged by that Armoured Carrier to customers who are not CSA Customers.

## 5 New Members

5.1 CSA will, upon the written request of any person, accept them as a Member on a reasonable and commercial basis.

5.2 For the purpose of this undertaking, a reasonable and commercial basis is one which has been arrived at after CSA has in good faith given consideration to the following factors:

- (a) the volume of business likely to be acquired by that person;

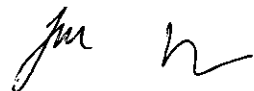
- (b) the number and geographic spread of Cash Points that will be required to be serviced by CSA;
- (c) the costs (both direct and indirect) of providing membership or other services to the entity wishing to become a Member.
- (d) the operational and credit risks of the person seeking to become a member;
- (e) whether or not the person is willing to be bound by appropriate obligations of confidentiality as contemplated by this undertaking;
- (f) the ability of the person applying to become a Member to comply with generally accepted industry requirements with respect to Cash exchange services.

## 6 New CSA Customers

- 6.1 CSA will, upon the written request of any person, enter into a Customer Agreement with that entity on a reasonable and commercial basis.
- 6.2 If CSA enters into a Customer Agreement with a party other than a Founding Member, CSA will not require that party to acquire services exclusively from CSA.
- 6.3 For the purpose of this undertaking, a reasonable and commercial basis is one which has been arrived at after CSA has in good faith given consideration to the following factors:
  - (a) the volume of business likely to be acquired by that person;
  - (b) the number and geographic spread of cash points that will be required to be serviced by CSA;
  - (c) the costs (both direct and indirect) of providing services to the new CSA Customer;
  - (d) the operational and credit risks of the person seeking to become a new CSA customer;
  - (e) whether or not the person is willing to be bound by appropriate obligations of confidentiality as contemplated by this undertaking;
  - (f) the ability of the person applying to become a new CSA customer to comply with generally accepted industry requirements with respect to Cash exchange services.

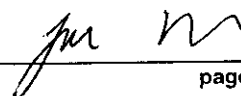
## 7 Exclusivity

- 7.1 If CSA enters into a Customer Agreement or other agreement to supply cash logistics services to a party other than a Founding Member, CSA will not require that party to acquire cash logistics services exclusively from CSA.
- 7.2 CSA will not refuse to supply cash logistics services to any party, other than a Founding Member, on the basis that the party has acquired, is acquiring or proposes to acquire cash logistics services from a supplier other than CSA.



## 8 Resolution of disputes about new members and customers

- 8.1 If no agreement is reached with a person who seeks to become a Member or a new CSA Customer within a period of 4 weeks of the initial request of that person or if CSA declines an application by a person to become a Member (which decision the person disputes), CSA will promptly appoint:
- (a) a person mutually acceptable to CSA and the person seeking to become a Member or a customer; or, failing such agreement;
  - (b) an independent person nominated by the Commission
- (either person, the **Nominee**)
- to resolve the dispute in relation to the terms of membership or becoming a new CSA Customer (the **Dispute**).
- 8.2 If clause 8.1(b) applies, the Nominee must have an understanding of and/or experience in:
- (a) operational and credit risks of Cash logistics activities; and
  - (b) the systems and processing support requires for the business of providing Cash logistics activities;
  - (c) commercial dispute resolution.
- 8.3 If appointed by the Commission, the Nominee must be independent of CSA, ANZ, CommBank, Westpac and the entity wishing to become a Member or new CSA Customer.
- 8.4 The Nominee has the power to determine all matters relevant to the subject matter of the dispute.
- 8.5 Subject to the legal rights of review or appeal, CSA and the person entity wishing to become a Member or new CSA Customer will be bound by any decision of the Nominee in relation to any dispute referred to the Nominee.
- 8.6 The Nominee will consider the dispute in the following manner:
- (a) the Nominee may request information, assistance, cooperation relevant to the dispute, from CSA, who must comply with the request;
  - (b) the reasonable fees and expenses of the Nominee will be borne by CSA;
  - (c) CSA will bear its own costs;
  - (d) the Nominee has the power to determine:
    - (1) if a person can become a new member or a new CSA customer;
    - (2) if the terms on which membership is offered or a new CSA customer is accepted are reasonable and commercial within the meaning of clauses 5 and 6 of this undertaking;
    - (3) if a decision about a new member or a new CSA Customer is reasonable and commercial within the meaning of clauses 5 and 6 of this undertaking,
    - (4) (where the Nominee has made a determination under sub-clause (2) or (3) above in the negative) the terms on which a person can become a new member or a new CSA customer;



after having regard to and in compliance with:

- (A) in the case of a new Member, the criteria set out in clause 5.2 of this undertaking;
  - (B) in the case of a new CSA Customer, the criteria set out in clause 6.2 of this undertaking;
  - (C) the legitimate business interests of CSA;
  - (D) the ability of CSA to provide those services on an economic and efficient basis.
- (e) The Nominee must give written reasons for any determination.
- 8.7 The Nominee must act as speedily as a proper consideration of the dispute allows, having regard to the need to investigate and enquire carefully and quickly into the dispute and all matters affecting the merits and fair settlement of the dispute.
- 8.8 The Nominee must keep confidential all information in relation to the dispute. The Commission and CSA will each require that the Nominee sign an undertaking to this effect.
- 8.9 The determination of the Nominee is binding on CSA such that:
- (a) CSA must act in a timely manner with respect to the resolution of any dispute including without limitation any information requested by the Nominee.
  - (b) CSA will provide Membership or such other services requested by the entity wishing to become a Member or a new CSA Customer, as the case may be, on the terms determined by the Nominee.
  - (c) CSA will not impose terms that the Nominee has determined are not commercial and reasonable.
  - (d) The determination of the Nominee will apply only from the date of the determination and will not operate retrospectively so as to entitle the person wishing to become a Member or a new CSA Customer to compensation in respect of terms not subsequently determined to be commercial and reasonable.
- 8.10 CSA may seek judicial relief with respect to the application by the Nominee of the criteria for the Nominee's determination under clause 8.6 of this undertaking, including without limitation applying for a declaration or other equitable relief.
- 8.11 CSA acknowledge that an entity wishing to become a new member or a new CSA customer may seek judicial relief with respect to the application by the Nominee of the criteria for the Nominee's determination under clause 8.6 of this undertaking.
- 8.12 CSA and the Commission acknowledge the desirability of resolving disputes by reference to the Nominee, without affecting the right of the Commission to enforce this undertaking in respect of a breach by CSA of its obligations under clauses 5 and 6 of this undertaking.

## 9 Protection of competitively sensitive information

- 9.1 CSA will implement protocols in a form the same as the Code of Conduct to be binding upon each of the Founding Members, Members and CSA Customers to protect the confidentiality of information provided by any of them such that:

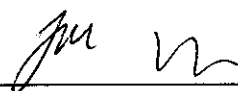
- (a) information which is competitively sensitive is not shared with the Founding Members or Members;
  - (b) confidential information provided by any CSA Customers or Member is not provided to any person other than CSA;
  - (c) such information is not utilised by any person other than for the legitimate business interests of CSA.
- 9.2 CSA will ensure that confidentiality obligations the same as the Code of Conduct, as may be appropriate, is binding upon each of the parties to the following agreements:
- (a) Shareholders Agreement;
  - (b) Customer Agreements.
- 9.3 CSA will develop in accordance with the principles set out in the Code of Conduct a set of protocols for the operation of software and other technology adopted by CSA, including the operational procedures and responsibilities necessary to maintain the security and confidentiality of information processed by that technology and software. CSA will provide the Commission with a copy of those protocols and consult with the Commission as to the protocols.
- 9.4 CSA will develop a disciplinary policy for breaches of the protocols and of the Trade Practices Act and will ensure that the policy is widely disseminated within CSA.
- 9.5 CSA will develop and implement a trade practices compliance program in accordance with Schedule 2 to this undertaking.

## 10 Copies of contracts

- 10.1 CSA will, when executed, provide the Commission with copies of the contracts or arrangements between or relating to:
- (a) CSA and the Founding Members;
  - (b) CSA and Carreker;
  - (c) CSA and Armoured Carriers
- 10.2 CSA will provide the Commission with such information and documents as the Commission may reasonably require from time to time, in relation to the supply of Cash logistics activities, for the purpose of the Commission assessing and monitoring compliance with this undertaking.
- 10.3 The Commission will keep all information and documents provided to it confidential and will not provide a copy to any person without the prior written consent of CSA or, in the case of any agreement falling within clause 10.1(a), the Founding Member.

## 11 Independent auditing

- 11.1 CSA will appoint an independent auditor to report to the Commission with respect to the compliance by CSA of this undertaking.
- 11.2 The person to be appointed by CSA will be a person who is mutually acceptable to CSA and the Commission, or, failing such agreement, a person nominated by the Commission.



- 11.3 The independent auditor will provide the Commission and each of the Founding Members with a copy of:
- (a) a first audit report 3 months after the acceptance of this undertaking by the Commission;
  - (b) a second audit report 12 months after the acceptance of this undertaking by the Commission; and
  - (c) thereafter, an audit report every 12 months after the acceptance of this undertaking by the Commission.
- 11.4 CSA will provide the independent auditor with such information as reasonably required by it to determine whether or not CSA has complied with this undertaking.

## 12 Force Majeure

- 12.1 CSA will not be liable for any failure to perform any obligation under this undertaking if the failure is due to Force Majeure.
- 12.2 If CSA is unable to perform any obligation of this undertaking by reason of Force Majeure, it will as soon as practicable and in any event within 30 days notify the Commission specifying:
- (a) the cause and extent of the non-performance;
  - (b) the date of commencement of Force Majeure;
  - (c) the means proposed to be adopted to remedy or abate the Force Majeure;
  - (d) and will use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.
- 12.3 Force Majeure means:
- (a) any act of God;
  - (b) war, revolution, or any other unlawful act against public order or authority;
  - (c) an industrial dispute; or
  - (d) a government restraint or restraint imposed by a governmental body such as the Reserve Bank of Australia.


## 13 Acknowledgments

- 13.1. CSA acknowledges that the Commission will make this undertaking available for public inspection.
- 13.2 CSA also acknowledges that the Commission may from time to time publicly refer to this undertaking.
- 13.3 CSA further acknowledges that this undertaking in no way derogates from the rights and remedies available to any person arising from the proposed transaction to which this undertaking relates.
- 13.4 The Commission will not, save for the purpose of enforcement action under section 87B of the Trade Practices Act, or under any other legal obligation, publish or disclose:



- (a) any decision or the reasons for any decision of the Nominee under clause 7 of this undertaking;
- (b) any document provided to the Commission pursuant to clause 9 of this undertaking;
- (c) any written report provided to the Commission pursuant to clause 10 of this undertaking except only in relation to disclosures reasonably necessary to allow the Commission to prove (in response to a legitimate inquiry from an interested third party) that CSA has complied with this undertaking;
- (d) the terms of any service provided to any member or customer of CSA.

IN WITNESS of these undertakings and its agreement the common seal of Cash Services Australia Pty Limited (ACN 092 486 827) was hereunto affixed by authority of the Board of Directors in the presence of:

  
Secretary/Director

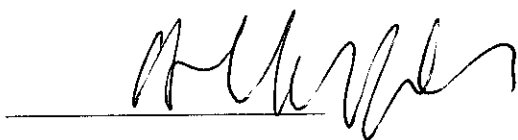


  
Director

This twentieth day of

August 2001.

**ACCEPTED BY THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION  
PURSUANT TO SECTION 87B OF THE TRADE PRACTICES ACT 1974.**

  
Professor Allan Fels  
Chairman

This 30 day of

August 2001.



# Schedule 1

## CODE OF CONDUCT

Cash Services Australia Pty Limited

### 1 Introduction

Cash Services Australia Pty Limited (ABN 85 092 486 827) (**CSA**) is a for profit entity that supplies wholesale cash services to its customers. CSA is owned jointly by Carreker Holdings Australia Pty Limited (**Carreker**), Commonwealth Bank of Australia (**CommBank**), Australia and New Zealand Banking Group Limited (**ANZ**) and Westpac Banking Corporation (**Westpac**).

Under the terms of a shareholders' agreement, Carreker, CommBank, Westpac and ANZ are each entitled to appoint one director to the board of CSA, provided they have a 20% shareholding in CSA. CommBank, ANZ and Westpac are customers of CSA as well as shareholders.

During its day to day operations CSA will have access to the confidential information of its customers, so each of the nominee directors referred to above is in a position to obtain confidential information relating to the competitors of its appointor.

Sharing of competitively sensitive information by nominee directors and others may expose the banks and individuals to orders under the Trade Practices Act 1974, including injunctions, damages and civil penalties. CSA will adopt a trade practices compliance program.

Information which CSA receives or compiles in relation to one customer is to be kept confidential from other customers.

Management of CSA shall be independent of the Directors.

This Code of Conduct has been established to ensure that:

- certain customer information is not divulged to Directors who have been appointed by Shareholders;
- the provisions of the Trade Practices Act 1974 are complied with;
- appropriate procedures are in place to maintain the confidentiality and integrity of customer information and certain other information; and
- the risk of conflicts of interest arising in relation to the position of nominee board members is minimised.

### 2 Definitions

**Board** means the board of directors of CSA;

**CEO** means the chief executive officer of CSA;

**Code of Conduct** means this code of conduct;

**Compliance Officer** means a member of senior management of CSA designated as such by the CEO;

**Confidential Information** means any information which is by its nature confidential, is known to be confidential or which ought to be known to be confidential and it includes information which is in readable form and is marked as confidential and also includes Customer Information;

**Customer Information** means information and data regarding the assets or affairs of all past and present customers of CSA;

**Director** means a duly appointed director of CSA;

**Protocols** means the protocols set out in this Code of Conduct;

**Related Bodies Corporate** has the meaning given to it in the Trade Practices Act 1974;

**Shareholder** means any shareholder of CSA from time to time;

**Shareholders' Agreement** means the Shareholders' Agreement entered into on 31 July 2001 between Carreker, Carreker Corporation, CommBank, ANZ, Westpac and CSA;

**Shareholder Directors** means directors appointed by a Shareholder under the terms of the Shareholders' Agreement; and

**Super Majority**, in respect of a board resolution, means that resolution being passed with a majority of 75% or more of the votes cast on the resolution.

### 3 The Directors

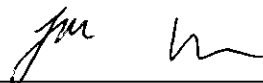
#### 3.1 Role of Directors

The Directors are responsible for setting the strategic direction for CSA and supervising the management of CSA.

#### 3.2 Duties and conflicts of interest

Each Director:

- (a) must act honestly, in good faith and use the powers of the office for a proper purpose;
- (b) has a duty to use due care and diligence in fulfilling the functions of their office and exercising powers of their office;
- (c) acknowledges that even though they may be a nominee appointed as Director by a Shareholder, their overriding responsibility is to act in the best interests of CSA and they shall not take into account the interests of the Shareholder who nominated them;
- (d) must not make improper use of the information acquired as Director or take improper advantage of their position as Director or in any capacity whatsoever;
- (e) must make appropriate declarations of interests. The Directors must give the other directors a standing notice of the nature and extent of any material personal interest that they have, including any material personal interest which they have by virtue of their being nominated by a Shareholder, in addition to notifying the board as and when any material personal interest arises. If the Directors have given notice of a material personal interest, as required by the Corporations Law, they may vote on any matter in which they have a material personal interest, and be counted in the quorum at the meeting where that resolution is proposed;
- (f) subject to section 3.2(e), must endeavour to avoid situations where their personal interests or the interest of any associated person conflicts with the interests of CSA; and



- (g) has an obligation to be independent in judgement and actions and to take all reasonable steps to be satisfied as to the soundness of their votes in board resolutions.

### **3.3 Access to information**

- (a) Subject to section 3.3(b), a Director will not, by virtue of their position as a Director, require from management or have access to:

- (1) Customer Information; or
- (2) any Confidential Information of any of the other Shareholders or their Related Bodies Corporate,

but is entitled to request and receive such information in aggregated and summary form provided that such information does not disclose Confidential Information about the assets, business or affairs of specific competitors (or classes of competitors) of Shareholders or competitors (or classes of competitors) of their Related Bodies Corporate. Aggregated and summary information is therefore likely to relate to not less than 3 customers of CSA.

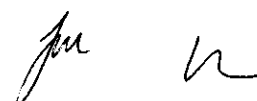
- (b) If in a Director's reasonable opinion, they require any information to which they are not otherwise entitled under section 3.3(a) in order to discharge their duty as a Director, the following procedure must be followed:

- (1) The Director must request the information from the CEO, providing details of why they believe they require access to the information.
- (2) The CEO must promptly notify the Board of the request, and provide it with details of why the Director requires the information in question.
- (3) The Board shall consider whether to permit the Director access to the information requested. The Board may determine, by Super Majority resolution, to disclose the information requested. The Board may, by Super Majority resolution, impose conditions on the disclosure of the information requested, including notification of the release of the information to the relevant customer. Any objections to the disclosure of the information must be noted in the minutes of the Board meeting together with the reasons that disclosure of the information was considered necessary for the discharge of the Director's duties.
- (4) If the Board does not resolve to permit the Director access to the information referred to above, the Board must if the Director so requires seek independent legal advice as to whether the Director requires the information to carry out their duties as a Director. If they obtain legal advice to this effect, the information requested must be disclosed to the Director.

- (c) The Directors recognise that the management of CSA may propose other restrictions regarding disclosure of information to a Director for approval by the Board.

### **3.4 Further assurance**

Each Director:



- (a) has an obligation at all times to comply with the spirit as well as the letter of the law and with these Protocols, and will if requested by a Director or a Shareholder sign an acknowledgment to this effect; and
- (b) acknowledges that these Protocols are not, nor are they intended to be, a summary of the duties of the directors at law or in equity. Rather they reflect some of the common principles of good corporate governance to be adopted within CSA. Nothing in these Protocols obliges any Director to act in a manner contrary to the law.

## **4 The Shareholders**

### **4.1 Shareholders objectives as customers**

Each Shareholder may also be a customer of CSA and as such will share the confidentiality objectives of all customers in relation to their own information and data. The Shareholders recognise the need to separate their interests as equity investors and users of the CSA services and acknowledge their commitment to and observance of these Protocols as being an important factor in the ability of CSA to meet its customers' needs.

### **4.2 Access to information**

- (a) The Shareholders acknowledge that they shall not, by virtue of their position as Shareholders, require from management or have access to:
  - (1) Customer Information or;
  - (2) any Confidential Information of any of the other Shareholders or their Related Bodies Corporate,but are entitled to request and receive such information in aggregated and summary form provided such information does not disclose Confidential Information about the assets, business or affairs of specific competitors (or classes of competitors) of Shareholders or competitors (or classes of competitors) of their Related Bodies Corporate. Aggregated and summary form information is therefore likely to relate to not less than 3 customers of CSA.
- (b) Each Shareholder acknowledges that all information provided to it under section 4.2(a) is provided solely for the Shareholder's use in its capacity as a Shareholder and must not be used for any other purpose, including without limitation any competition with the business of CSA.
- (c) Nothing in these Protocols obliges any Shareholder to act in a manner contrary to the law.

## **5 Confidential Information**

### **5.1 Confidentiality**

The Directors, management and employees of CSA shall:

- (a) keep Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of Confidential Information; and
- (b) use the Confidential Information solely for the purposes of CSA's business,

but shall not be obliged to do so with information which was already known to them without any obligation of confidence.

## **5.2 Identifying type of information**

- (a) Management of CSA shall be responsible for identifying what information is Confidential Information, and within the information identified as Confidential Information, what information is also Customer Information.
- (b) Information that is Confidential Information or Customer Information must be, when identified and reduced to readable form, appropriately marked in a way that makes it clear that such information is Confidential Information or Customer Information.
- (c) Information that has been compiled to readable form from Confidential Information must be appropriately marked as Confidential Information.

## **5.3 Access to, disclosure of and use of Confidential Information**

- (a) Once information has been identified as Confidential Information, access to, disclosure of and use of such information must be restricted as follows:
  - (1) Any person nominated by the Compliance Officer shall be entitled to receive, access and use Customer Information; and
  - (2) Any person nominated by the Compliance Officer shall be entitled to receive, access and use Confidential Information that is not Customer Information.
- (b) Confidential Information may be copied or disclosed, but only if strictly necessary. A register shall be kept of any copies of Confidential Information taken, with details of the location of any such copies. Copies shall be numbered.
- (c) Confidential Information which has been reduced to readable form may only be transmitted if clearly marked as "Confidential". All electronic copies shall be password protected. For the procedure on electronic transmission, see section 5.6 below.

## **5.4 Storage of Confidential Information**

- (a) Confidential Information in a readable form must be appropriately stored to ensure that it is secure and protected from any use, disclosure, access, damage or destruction. Physical information shall be stored in a secure environment. Electronic information shall be protected electronically.
- (b) All Confidential Information in a readable form is to be locked away at the end of each business day. All tools that can be used to access Confidential Information, such as keys, are also to be secured. Management of CSA is responsible for ensuring all staff comply with the clean desk policy. Clarification should be sought from the Compliance Officer should there be any questions about the policy. Management should bring to the attention of staff any breaches of the clean desk policy and ensure subsequent adherence with the policy.
- (c) Best practice procedures will be developed in relation to storage of information, including locking away Confidential Information, computers not being left logged on when unattended, monitoring outgoing and incoming mail points and fax machines, photocopiers to be protected from unauthorised

use, and Confidential Information to be removed from printers and faxes immediately. If all procedures are not operational by 1 July 2001, then interim arrangements need to apply.

### **5.5 Destruction of waste copies**

- (a) All readable copies of Confidential Information that are not required must be disposed of by shredding or other methods approved of by the Compliance Officer. Confidential Information will be retained by CSA for as long as required by statute or as is required by or of use to CSA.
- (b) If a printer, copier or fax machine jams or malfunctions when printing Confidential Information, the person printing the information must not leave the machine until all copies of the Confidential Information are removed or are no longer legible.

### **5.6 Electronic communication precautions**

- (a) Confidential Information must not be electronically transmitted unless:
  - (1) The target fax machine number or recipient of the email is known to be secure before sending; or
  - (2) The transmission is sent to an attended machine to which only authorised staff have access or a password-protected mailbox is used to restrict release to an authorised recipient.
- (b) Confidential Information must not be transmitted via intermediaries who are not bound by these Protocols.
- (c) Confidential Information may only be electronically transmitted if the connection is protected with encryption systems approved by the Compliance Officer.
- (d) All electronic transmissions from CSA must employ a standard cover page which includes a confidential information warning approved by the Compliance Officer.

### **5.7 Printing Confidential Information**

When printing Confidential Information the user must be present at the printer at the time of printing or prevent the information from being revealed to unauthorised parties, or direct the output to a printer inside an area where only authorised staff are permitted to go.

## **6 The management of CSA**

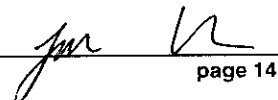
### **6.1 Responsibilities of management**

The CEO, together with the management of CSA, is responsible for the day to day management of CSA and for implementing the direction and strategy set by the Board. CSA senior management will be responsible for ensuring that these Protocols are observed but nothing in these Protocols obliges any employee to act in a manner contrary to the law.

### **6.2 Disclosure of and access to information**

The CEO, together with the management of CSA, will ensure that Confidential Information is only disclosed or made available to persons with a need to know in

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accordance with these Protocols. The Compliance Officer shall be responsible for authorising any disclosure of or access to Confidential Information to any person.

### **6.3 Duties of management**

Management of CSA will:

- (a) act with honesty and integrity;
- (b) enter into an employment contract containing confidentiality obligations as referred to in section 7.2;
- (c) be responsible for identifying Confidential Information and Customer Information and ensuring it is used in accordance with these Protocols;
- (d) ensure that their sole business loyalty is to CSA and must not knowingly place themselves in a position which would compromise this primary loyalty;
- (e) have a duty to use due care and diligence in fulfilling the functions of their position;
- (f) not make improper use of the information acquired as an employee or take improper advantage of their position; and
- (g) ensure all their actions are in compliance with the laws of Australia.

### **6.4 The CEO**

The CEO shall be independent of the Shareholders, and shall be appointed and removed by Super Majority resolution of the Directors.

## **7 Personnel security**

### **7.1 Personnel screening**

Management of CSA is responsible for ensuring that reference checks are carried out on all staff before they are offered permanent or temporary employment by CSA. This should include:

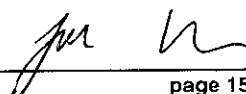
- (a) checking character references;
- (b) checking the applicant's curriculum vitae;
- (c) confirming the applicant's qualifications; and
- (d) carrying out an independent identity check, such as sight of their passport.

### **7.2 Confidentiality agreements and information security**

All employees of CSA must sign an employment contract in which they undertake to comply with the applicable Protocols, including to keep confidential all Confidential Information. The terms and conditions of each employee's employment contract must state their responsibility for information security, and the sanction for breach of these responsibilities.

## **8 Office security**

An independent security firm will carry out an audit on office security on a regular basis, to ensure security in accordance with these Protocols. Any such audit shall not



be announced to employees of CSA in advance. CSA shall comply with the security firm's reasonable recommendations.

## **9 Security protocols**

### **9.1 Security protocols**

As soon as reasonably practicable, security protocols will be adopted to ensure security of computer systems used by CSA. The security protocols will include, but not be limited to, use of computers outside CSA premises where such premises store or have access to Confidential Information; maintenance of equipment; use of software; use of encryption devices; use of firewalls; use of email; media handling and security; network access; access to information by customers; data transmission; data protection and privacy; and engagement of subcontractors. The Compliance Officer of CSA shall be responsible for overseeing the adoption of the security protocols.

### **9.2 Management review**

The security protocols referred to above shall be reviewed by management of CSA on a regular basis to ensure that they are operating as intended. These security protocols shall be reviewed by the independent Directors.

### **9.3 Independent review**

The implementation of the security protocols referred to above shall be reviewed independently by the auditors of CSA, on an annual basis.

## **10 Access to information by customers**

There shall be an assessment of the risks associated with any customers accessing information relating to their own vault holdings, and appropriate security controls implemented



## Schedule 2

### TRADE PRACTICES CORPORATE COMPLIANCE PROGRAM

The trade practices corporate compliance program ("Program") to be undertaken by CSA shall have the following features:

1. CSA will place responsibility for the implementation of the Program with their Financial Manager or similar ranking officer. The Program will be implemented within two calendar months of the acceptance by the Commission of these undertakings.
2. CSA will appoint its Financial Manager or similar ranking officer as the Trade Practices Compliance Officer. The Trade Practices Compliance Officer will be appointed within two calendar months of the acceptance by the Commission of these undertakings. The Trade Practices Compliance Officer will receive training in trade practices law from a firm of solicitors or compliance professionals with expertise in trade practices law. The Trade Practices Compliance Officer need not have legal qualifications.
3. CSA will require the Trade Practices Compliance Officer to review all written and oral contracts or arrangements ("the contract/s or arrangement/s") with respect to the provision of Cash logistics activities and Cash exchange services to ensure that they comply with the Trade Practices Act 1974 (Cth) ("Act"), prior to the making or entering into of such contracts or arrangements.
4. CSA will require the Trade Practices Compliance Officer to maintain a documentary record of the compliance reviews of all the contracts or arrangements. Such documentary record will include:
  - (a) a description of the contract or arrangement;
  - (b) written advice that the contract or arrangement had been reviewed and cleared by the Trade Practices Compliance Officer (including the date on which the contract or arrangement was reviewed); and
  - (c) written advice of any possible contraventions of the Act that were identified by the Trade Practices Compliance Officer and the action taken to address the possible contraventions.
5. CSA will ensure that the documentary records of the compliance reviews of the contracts or arrangements are available to the Commission to be reviewed from time to time.
6. CSA will ensure that, prior to implementation of the Program, the processes which CSA intends to implement in order to comply with the Program is approved by a firm of solicitors or compliance professionals with expertise in trade practices law.
7. CSA will ensure that a firm of solicitors or compliance professionals with expertise in trade practices law conducts training on the Act for CSA's staff. This training will be completed within 3 calendar months of date of acceptance of these undertakings by the Commission.
8. CSA will retain a firm of solicitors or compliance professionals with expertise in trade practices law to provide the Commission with a report on CSA's compliance with the Program and this report will be provided to the Australian Competition & Consumer Commission each 12 months from the date of acceptance by the Commission of these undertakings.

