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LAWYERS

**TRADE PRACTICES ACT 1974
UNDERTAKING TO THE
AUSTRALIAN COMPETITION
AND CONSUMER COMMISSION
GIVEN FOR THE PURPOSES OF
SECTION 87B**

**CASH SERVICES AUSTRALIA PTY
LIMITED
ACN 092 486 827**

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DATED 17th November 2005

BY

CASH SERVICES AUSTRALIA PTY LIMITED ACN 092 486 827 (CSA)

RECITALS

- A. Australian and New Zealand Banking Group Limited (**ANZ**), Commonwealth Bank of Australia (**CommBank**) and Westpac Banking Corporation (**Westpac**) are the current shareholders of Cash Services Australia (**CSA**) which has been established to acquire and manage transportation and cash processing activities and for the provision of cash exchange services.
- B. It is now proposed that the National Australia Bank Limited (the **National**) acquire shares in CSA (the **Proposed Acquisition**).
- C. On 30 August 2001, in connection with the formation of CSA the Commission accepted an undertaking from CSA under section 87B of the *Trade Practices Act 1974* (including variations made on 9 October 2002, the **Original Undertaking**) to address concerns then expressed by the Commission that the proposed activities of CSA may breach section 45(2) of the *Trade Practices Act 1974*. The Original Undertaking is due to expire on 30 August 2006.
- D. The Commission has indicated that unless the substantive provisions of the Original Undertaking are extended, the concerns it held in respect of the 2001 acquisition may arise in the context of the proposal for the National Australia Bank becoming a shareholder in CSA.
- E. The Commission has received from third parties in connection with its consultation on the Proposed Acquisition submissions concerning the supply of wholesale cash. CSA made the submissions in clause 8.1 of these undertakings to clarify that matter.
- F. CSA does not agree with any of the concerns expressed by the Commission or to the Commission by third parties with respect to its proposed activities but has agreed (without admission) to give the undertakings contained herein to overcome the concerns of, or expressed to, the Commission.



G. The Commission agrees that upon implementation of the undertakings contained herein its potential concerns in respect of the proposed acquisition will be overcome.

1. DEFINITIONS

Armoured Carrier: a provider of secure cash transportation services and cash processing 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.

Cash Exchange Services Agreement: an agreement entered into between CSA and a another party for the provision of Cash exchange services by CSA to that other party.

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

Founding members: ANZ, CommBank and Westpac. For the avoidance of doubt, the National would not become a Founding member as a result of the Proposed Acquisition.



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, the request for tender dated 10 October 2005, or any other tender issued during the term of these Undertakings.

Shareholders Agreement: the Cash Services Australia Pty Ltd Shareholders' Agreement entered into between CSA, ANZ, CommBank, Westpac, Carreker Corporation and Carreker Holdings Australia Pty Limited on 31 July 2001 as amended and to which the National would become a party as part of the Proposed Acquisition.

2. INTERPRETATION

2.1 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 (the **Commencement Date**) that it is executed by the Commission by way of acceptance of the undertaking.

3.2 The Original Undertaking is withdrawn from the date on which this undertaking commences.

3.3 This undertaking will continue until the ACCC agrees that the undertaking may be withdrawn in the manner prescribed by clause 4.1.

4. REVIEW OF DURATION OF UNDERTAKING

4.1 CSA may seek a review of the duration of the undertaking once every 5 years from the Commencement Date in the following manner:

- (a) If at least 6 weeks, but not more than 3 months, before the conclusion of each 5 year period commencing on the Commencement Date CSA by notice in writing to the ACCC, requests that the undertaking be withdrawn:



- (i) The ACCC will consult with CSA in good faith concerning whether its obligations under the undertaking remain necessary to address concerns held by the ACCC, whether or not those concerns were held at the Commencement Date; and
- (ii) the ACCC will decide, before the expiration of the 5 year period, whether the undertakings continue to be necessary to address its concerns.

5. NO RESTRICTIONS ON CARRIERS

5.1 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.

5.2 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.

6. NEW MEMBERS

6.1 Subject to clause 6.3, CSA will, upon the written request of any person, accept them as a Member on a reasonable and commercial basis.

6.2 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 person 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.

6.3 CSA will not accept the National as a Member unless it has first provided the Commission with at least four weeks prior written notice.

7. NEW CSA CUSTOMERS AND NEW CASH EXCHANGE SERVICES AGREEMENTS

7.1 CSA will, upon the written request of any person, enter into a Customer Agreement with that person on a reasonable and commercial basis.

7.2 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.

7.3 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.

7.4 If CSA has agreed to supply Cash exchange services to any one or more Member(s):

- (a) CSA will, upon the written request of any other person for the provision of like services, enter into a Cash Exchange Services Agreement with that person on a reasonable and commercial basis; and
- (b) clause 10 applies to a dispute between CSA and a party seeking to enter an Cash Exchange Services Agreement as that clause would to a dispute concerning a party seeking to enter a Customer Agreement pursuant to clause 7.1.

8. WHOLESALE CASH

8.1 In submissions in response to the Commission's market enquiries, CSA has stated to the Commission that CSA is not:

- (a) a party to the arrangements known as the Deeds between the Reserve Bank and each of a number of commercial banks for owning, holding and sorting wholesale cash;
- (b) an owner or supplier to any party of cash on a wholesale basis; or
- (c) through a contract, agency or other relationship, a supplier of cash on a wholesale basis for any other party.

8.2 CSA must not commence an activity set out in clause 8.1(a) to (c) unless it provides the Commission with at least four weeks prior notice.

8.3 For the avoidance of doubt clause 8.2 does not require CSA to provide prior notice:

- (a) to develop, assess or test an initiative relating to such an activity prior to implementation; or



- (b) of involvement by CSA in the transfer or exchange of inventories of cash from or between owners of wholesale cash.

9. EXCLUSIVITY

9.1 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.

9.2 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.

10. RESOLUTION OF DISPUTES ABOUT NEW MEMBERS AND CUSTOMERS

10.1 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; or

- (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**).

10.2 If clause 10.1(b) applies, the Nominee must have an understanding of and/or experience in:

- (a) operational and credit risks of Cash logistics activities;

- (b) the systems and processing support requires for the business of providing Cash logistics activities; and

- (c) commercial dispute resolution.



- 10.3** If appointed by the Commission, the Nominee must be independent of the Members and the person wishing to become a Member or new CSA Customer.
- 10.4** The Nominee has the power to determine all matters relevant to the subject matter of the dispute.
- 10.5** Subject to the legal rights of review or appeal, CSA and the person 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.
- 10.6** 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:
 - (i) if a person can become a new member or a new CSA customer;
 - (ii) if the terms on which membership is offered or a new CSA customer is accepted are reasonable and commercial within the meaning of clauses 6 and 7 of this undertaking;
 - (iii) if a decision about a new member or a new CSA Customer is reasonable and commercial within the meaning of clauses 6 and 7 of this undertaking,
 - (iv) (where the Nominee has made a determination under sub-clause (ii) or (iii) 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 6.2 of this undertaking;



- B. in the case of a new CSA Customer, the criteria set out in clause 7.3 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.

10.7 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.

10.8 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.

10.9 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 person 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.



- 10.10** CSA may seek judicial relief with respect to the application by the Nominee of the criteria for the Nominee's determination under clause 10.6 of this undertaking, including without limitation applying for a declaration or other equitable relief.
- 10.11** CSA acknowledge that a person 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 10.6 of this undertaking.
- 10.12** 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 6 and 7 of this undertaking.

11. PROTECTION OF COMPETITIVELY SENSITIVE INFORMATION

- 11.1** CSA will maintain 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.
- 11.2** CSA will ensure that confidentiality obligations the same as the Code of Conduct, as may be appropriate, are binding upon each of the parties to the following agreements:
- (a) Shareholders Agreement;
 - (b) Customer Agreements; or
 - (c) Cash Exchange Services Agreement.



- 11.3** CSA will have in place 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.
- 11.4** CSA will have in place 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.
- 11.5** CSA will have in place a trade practices compliance program in accordance with Schedule 2 to this undertaking.

12. COPIES OF CONTRACTS

- 12.1** CSA will, when executed, provide the Commission with copies of contracts or arrangements between or relating to CSA and Armoured Carriers.
- 12.2** 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 and Cash exchange services, for the purpose of the Commission assessing and monitoring compliance with this undertaking.
- 12.3** 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 12.1, the Armoured Carrier and CSA.

13. INDEPENDENT AUDITING

- 13.1** CSA will appoint an independent auditor to report to the Commission with respect to the compliance by CSA of this undertaking.
- 13.2** 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.
- 13.3** The independent auditor will provide the Commission and each of the parties to the Shareholders Agreement with a copy of:



- (a) a first audit report 12 months after the last audit report provided under clause 11.3(c) of the Original Undertaking;
- (b) thereafter, an audit report every 12 months after the first audit report.

13.4 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.

14. FORCE MAJEURE

14.1 CSA will not be liable for any failure to perform any obligation under this undertaking if the failure is due to Force Majeure.

14.2 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.

14.3 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.



15. ACKNOWLEDGMENTS

- 15.1** CSA acknowledges that the Commission will make this undertaking available for public inspection.
- 15.2** CSA also acknowledges that the Commission may from time to time publicly refer to this undertaking.
- 15.3** 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.
- 15.4** 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 10 of this undertaking;
 - (b) any document provided to the Commission pursuant to clause 12 of this undertaking;
 - (c) any written report provided to the Commission pursuant to clause 13 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.



EXECUTED:

THE COMMON SEAL of CASH SERVICES
AUSTRALIA PTY LIMITED ACN 092 486 827
is fixed in the presence of:



A handwritten signature in cursive script, appearing to read "Richard Thomas".

Signature of Director

A handwritten signature in cursive script, appearing to read "John Martin".

Signature of Director/Secretary

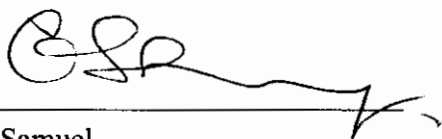
Richard THOMAS

Name of Director (print)

John Martin

Name of Director/Secretary (print)

**THIS UNDERTAKING OFFERED BY CASH SERVICES AUSTRALIA PTY LIMITED
ACN 092 486 827 IS ACCEPTED BY THE AUSTRALIAN COMPETITION AND CONSUMER
COMMISSION PURSUANT TO SECTION 87B OF THE TRADE PRACTICES ACT 1974.**

A handwritten signature in black ink, appearing to read 'G Samuel', written over a horizontal line.

Graeme Samuel
Chairman

Dated: 23rd November 2005.

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 Commonwealth Bank of Australia (**CommBank**), Australia and New Zealand Banking Group Limited (**ANZ**) and Westpac Banking Corporation (**Westpac**). It is now proposed that the National Australia Bank Limited (the **National**) acquires shares in CSA (the **Proposed Acquisition**).

Under the terms of a shareholders' agreement, each shareholder is entitled to appoint one director to the board of CSA, provided they have a 20% shareholding in CSA. Shareholders may be customers of CSA.

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, as amended, between Carreker, Carreker Corporation, CommBank, ANZ, Westpac and CSA and to which the National would become a party if the Proposed Acquisition were to proceed;



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 judgment 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:
 - (i) Customer Information; or
 - (ii) 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:
 - (i) The Director must request the information from the CEO, providing details of why they believe they require access to the information.
 - (ii) The CEO must promptly notify the Board of the request, and provide it with details of why the Director requires the information in question.



- (iii) 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.
 - (iv) 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:

- (i) Customer Information or;
- (ii) 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:
 - (i) Any person nominated by the Compliance Officer shall be entitled to receive, access and use Customer Information; and
 - (ii) 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 unauthorized use, and Confidential Information to be removed from printers and faxes immediately.

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:
 - (i) The target fax machine number or recipient of the email is known to be secure before sending; or
 - (ii) 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 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.
2. CSA will appoint its Financial Manager or similar ranking officer as the Trade Practices Compliance Officer. 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:
 - (e) a description of the contract or arrangement;
 - (f) 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
 - (g) 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 the processes which CSA implements in order to comply with the Program are 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.
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. The first report under this undertaking will be provided to the Australian Competition & Consumer Commission 12 months from the date of the last report provided under the Original Undertaking, and a further report will be provided every 12 months thereafter.

