



# The Monetary Authority of Singapore - MAS Notice 1121

## Google Workspace Mapping

This document is designed to help banks supervised by the Money Authority of Singapore (“regulated entity”) to consider (“regulated entity”) to consider [MAS: Notice 1121](#) (“framework”) in the context of Google Workspace and the Google Cloud Financial Services Contract.

We focus on the following requirements of the framework: Sections A- D. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Workspace services and the Google Cloud Financial Services Contract.

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
1.	4.1 A merchant bank in Singapore must -		
2.	(a) implement policies and procedures to identify all material ongoing outsourced relevant services, and assess, manage and monitor any risk to the merchant bank that may arise from obtaining or receiving each of these relevant services;	Our <a href="#">Board of Directors Handbook for Cloud Risk Governance</a> provides practical guidance for the Boards of Directors of organizations that are engaging in a new, or substantially increased, adoption of cloud technology perhaps as part of a wider digital transformation of their business. In particular, it explains how adopting cloud technologies, and adjusting business practices, processes and operating models to fully gain from the advantages of cloud, provides organizations with an opportunity to step change their management of operational risk.	N/A
3.	(b) maintain effective supervision and monitor the provision of the material ongoing outsourced relevant service, including establishing appropriate levels of approving authorities that is commensurate with the scale and complexity of the material ongoing outsourced relevant service, to approve matters relating to the relevant service;	<p><b>Monitoring</b></p> <p>You can monitor Google's performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.</p> <p>For example:</p> <p><a href="#">Status Dashboard</a> provides status information of the Services</p> <p><a href="#">Admin Console Reports</a> allow you to examine potential security risks, measure user collaboration, track who signs in and when, analyze administrator activity, and much more.</p> <p><a href="#">Access Transparency</a> is a feature that enables you to review logs of actions taken by Google personnel regarding your user content. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel's location).</p> <p><b>Control</b></p> <p>Regulated entities have the right to issue instructions to Google. To do this, regulated entities can use the following functionality of the Services:</p> <p><a href="#">Admin Console</a>: A web-based graphical user interface that customers can use to manage Google Workspace for their organization.</p> <p>Google will comply with the regulated entity's instructions.</p>	<p>Ongoing Performance Monitoring</p> <p>Instructions</p>



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4.	(c) establish measures to minimise any disruption to the operations of the merchant bank in the event that the service provider cannot adequately provide the material ongoing outsourced relevant service or where the merchant bank needs to exercise its right to terminate the outsourcing agreement or to stop obtaining or receiving the material ongoing outsourced relevant service;	Google believes in an open cloud that supports multi-cloud and hybrid cloud approaches. If implemented through the use of open-source based technologies, these approaches can provide customers with the levels of portability, substitutability and survivability, required for robust exit planning. Refer to our <a href="#">Strengthening operational resilience in financial services by migrating to Google Cloud</a> whitepaper for more information.	Data Export ( <a href="#">Cloud Data Processing Addendum</a> )
5.	(d) implement the measures mentioned in sub-paragraph (c) in the event that the service provider cannot adequately provide the material ongoing outsourced relevant service or where the merchant bank needs to exercise its right to terminate the outsourcing agreement or to stop obtaining or receiving the material ongoing outsourced relevant service; and	See above.	N/A
6.	(e) keep documentation sufficient to demonstrate compliance by the merchant bank with the requirements in this paragraph.	This is a customer consideration.	N/A
7.	5.1 For the purposes of section 47A(2)(a) and 47A(4)(a) of the Act, as applied by section 55ZJ(1), before obtaining any material ongoing outsourced relevant service, a merchant bank in Singapore must establish a framework for evaluating the ability of the service provider to perform the acts mentioned in section 47A(2)(a)(i) to 47A(2)(a)(v) or 47A(4)(a)(i) to 47A(4)(a)(v), as applied by section 55ZJ(1), of the Act, as the case may be. The merchant bank must conduct due diligence checks against the framework and be satisfied of the results. The merchant bank must ensure that the framework includes an assessment of all of the following matters at the minimum:		
8.	(a) in the case where the service provider is an intragroup entity of the merchant bank in Singapore, the service provider's risk management framework, and its track record in providing similar relevant services;	Google recognizes that you need to conduct due diligence and perform a risk assessment before deciding to use our services. To assist you, we've provided the information below.  In addition, Google collaborates with third-party risk management (TPRM) providers to support your cloud assessments. TPRM providers perform regular assessments of Google Cloud's platform and services—they inspect hundreds of security, privacy, business continuity, and operational resiliency controls aligned with industry standards and regulations such as NIST SP 800-53, NIST CSF, ISO 27001, PCI-DSS, HIPAA, CMMC, SOC2, CSA STAR, and more. Based on their observations and assessments, TPRM providers develop independent audit reports that can help scale and accelerate your own risk assessment processes. For more information, refer to our <a href="#">Google Cloud risk assessment resources page</a> .	N/A
9.	(b) in all other cases other than that mentioned in paragraph (a), -	This is a customer consideration.	N/A
10.	(i) the service provider's risk management framework;	Information about Google's approach to risk management is available in Google's <a href="#">certifications and audit reports</a> .	Certifications and Audit Reports



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		You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.	
11.	(ii) the service provider's reputation and track record in providing similar relevant services; and	<p>Google Cloud has been providing cloud services for over 10 years, assisting customers across the globe in the financial services, healthcare &amp; life science, retail and public sectors to name a few. More information on Google Workspace's capabilities is available on our official <a href="#">Google Workspace</a> page.</p> <p>Google Cloud has been named as a leader in several reports by third party industry analysts. You can read these on our <a href="#">Analyst Reports</a> page.</p> <p>Information about our referenceable customers (including the financial services sector) is available on our <a href="#">Google Workspace Cloud Customer page</a>.</p> <p>You can review information about Google's historic performance of the services on our <a href="#">Google Workspace Status Dashboard</a>.</p>	N/A
12.	(iii) the service provider's financial strength and resources;	<p>You can review Google's corporate and financial information on <a href="#">Alphabet's Investor Relations</a> page. This provides information about our mission, business model and strategy. It also provides information about our organizational policies e.g. our Code of Conduct.</p> <p>You can review Google's audited financial statements on <a href="#">Alphabet's Investor Relations</a> page.</p>	N/A
13.	(c) in the case where the material ongoing outsourced relevant service is obtained or received outside Singapore by the merchant bank and involves the disclosure of customer information to the service provider, -	<p>To provide you with a fast, reliable, robust and resilient service, Google may store and process your data where Google or its subprocessors maintain facilities.</p> <p>-Information about the location of Google's facilities and where individual Google Workspace services can be deployed is available on our <a href="#">Global Locations page</a>.</p> <p>-Information about the location of Google's subprocessors' facilities is available on our <a href="#">Google Workspace and Cloud Identity Subprocessors page</a>.</p>	Data Transfers ( <a href="#">Cloud Data Processing Addendum</a> )
14.	(i) the risks of the merchant bank not being able to comply with any obligations under any written law that requires it to keep confidential, any of its customer information;	<p>Refer to Row 19. Google provides the same contractual commitments and technical and organizational measures for your data regardless of the country / region where it is located. In particular:</p> <p>-The same robust security measures apply to all Google facilities, regardless of country / region.</p>	N/A



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		-Google makes the same commitments about all its subprocessors, regardless of country / region.	
15.	(ii) the service provider's reputation and track record for safeguarding the confidentiality and integrity of customer information in its custody;	Refer to Rows 11 and 17.	N/A
16.	(iii) the service provider's ability to ensure that employees who are authorised to access the customer information are subject to confidentiality obligations; and	Google will ensure its employees comply with Google's security measures and that all personnel authorized to process customer data are under an obligation of confidentiality.	Data Security; Access and Compliance ( <a href="#">Cloud Data Processing Addendum</a> )
17.	(iv) the measures that the service provider has put in place to safeguard the confidentiality and integrity of customer information of the merchant bank that is in the custody of the service provider, in relation to the provision of the relevant service.	<p>The security / confidentiality of a cloud service consists of two key elements:</p> <p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p> <p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <p>Our <a href="#">infrastructure security</a> page</p> <p>Our <a href="#">security whitepaper</a></p> <p>Our <a href="#">cloud-native security whitepaper</a></p> <p>Our <a href="#">infrastructure security design overview</a> page</p> <p>Our <a href="#">security resources</a> page</p> <p>In addition, you can review Google's <a href="#">SOC 2 report</a>.</p> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p>	<p>Confidentiality</p> <p>Data Security; Google's Security Measures (<a href="#">Cloud Data Processing Addendum</a>)</p>



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		<p>(a) Security by default</p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <p>Encryption at rest. Google encrypts certain data while it is stored at rest on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won't be able to read it because they don't have the necessary encryption keys. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p> <p>Encryption in transit. Google encrypts all data while it is "in transit"--traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data, at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p> <p>(b) Security products</p> <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our <a href="#">Google Workspace security and data protection</a> page.</p> <p>(c) Security resources</p> <p>Google also publishes guidance on:</p> <p><a href="#">Security best practices</a></p> <p><a href="#">Security use cases</a></p> <p><a href="#">Security checklists</a></p>	



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18.	5.2 A merchant bank in Singapore must satisfy itself, on an ongoing basis, of the service provider's ability to perform the acts mentioned in section 47A(2)(a)(i) to 47A(2)(a)(v) or 47A(4)(a)(i) to 47A(4)(a)(v), as applied by section 55ZJ(1), of the Act, as the case may be. The merchant bank must, at the minimum:		
19.	(a) after performing the initial due diligence checks mentioned in paragraph 5.1, perform the same due diligence checks within a period assessed by the merchant bank to be commensurate with the risks of the material ongoing outsourced relevant service, but no later than 24 months of obtaining the material ongoing outsourced relevant service; and	This is a customer consideration.	N/A
20.	(b) thereafter, perform the due diligence checks mentioned in paragraph 5.1 at a frequency approved by the board of the merchant bank that is commensurate with the risks of the material ongoing outsourced relevant service.	This is a customer consideration.	N/A
21.	5.3 A merchant bank in Singapore must document the due diligence checks required under paragraphs 5.1 and 5.2, where applicable, ("Due Diligence Checks") conducted by it and furnish the documentation to the Authority upon request.	This is a customer consideration.	N/A
22.	5.4 Notwithstanding paragraphs 5.1 and 5.2, a merchant bank in Singapore may rely on a third party to perform the Due Diligence Checks if all of the following requirements are met:	Google collaborates with third-party risk management (TPRM) providers to support your cloud assessments. TPRM providers perform regular assessments of Google Cloud's platform and services—they inspect hundreds of security, privacy, business continuity, and operational resiliency controls aligned with industry standards and regulations such as NIST SP 800-53, NIST CSF, ISO 27001, PCI-DSS, HIPAA, CMMC, SOC2, CSA STAR, and more. Based on their observations and assessments, TPRM providers develop independent audit reports that can help scale and accelerate your own risk assessment processes. For more information, refer to our <a href="#">Google Cloud risk assessment resources page</a> .	N/A
23.	(a) the merchant bank is satisfied that the third party it intends to rely on is able to perform the Due Diligence Checks; and	This is a customer consideration.	N/A
24.	(b) the third party is able and willing to provide to the merchant bank or Authority, upon the merchant bank's or Authority's request, as the case may be, any record, document, report or information obtained by the third party with respect to the Due Diligence Checks, and the merchant bank has obtained a written undertaking from the third party to this effect.	This is a customer consideration.	N/A
25.	5.5 Where a merchant bank in Singapore places reliance on a third party to perform the Due Diligence Checks, the merchant bank must -		
26.	(a) document the basis for its satisfaction that the requirements in paragraph 5.4 have been met;	This is a customer consideration.	N/A
27.	(b) obtain from the third party a record, document or report, or information setting out the basis for the third party's assessment pursuant to the Due Diligence Checks; and	This is a customer consideration.	N/A





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28.	(c) review the third party's evaluation of the service provider.	This is a customer consideration.	N/A
29.	5.6 To avoid doubt, notwithstanding any reliance on a third party in accordance with paragraph 5.4, the merchant bank in Singapore remains responsible for its obligations mentioned in paragraphs 5.1 to 5.3.	This is a customer consideration.	N/A
30.	6.1 Subject to paragraph 6.2, a merchant bank in Singapore must not allow a material ongoing outsourced relevant service to be sub-contracted unless -		
31.	(a) the sub-contracting arrangement does not involve any disclosure of customer information; or	<p>Google engages third party vendors to perform limited activities in connection with the services. Information about these vendors (including their locations) and the limited processing of customer data they are authorized to perform is available on our <a href="#">Google Workspace and Cloud Identity Subprocessor</a> page.</p> <p>Google requires our subprocessors to meet the same high standards that we do.</p> <p>Google requires our subprocessors to comply with our contract with you and to only access and use your data to the extent required to perform the obligations subcontracted to them.</p> <p>Google will ensure its subprocessors comply with Google's security measures and that all persons authorized to process customer data are under an obligation of confidentiality.</p>	<p>Subprocessors (<a href="#">Cloud Data Processing Addendum</a>)</p> <p>Requirements for Subprocessor Engagement (<a href="#">Cloud Data Processing Addendum</a>)</p> <p>Data Security; Access and Compliance (<a href="#">Cloud Data Processing Addendum</a>)</p>
32.	(b) where the sub-contracting arrangement requires the disclosure of customer information, the merchant bank has obtained the consent in writing of the customer or, if the customer is deceased, the customer's appointed personal representative, for the merchant bank to disclose the customer information to the service provider or the sub-contractor, as the case may be.	This is a customer consideration.	N/A
33.	6.2 Paragraph 6.1 does not apply where the customer information pertains to a customer which is -		
34.	(a) a company which carries on banking business; or	This is a customer consideration.	N/A
35.	(b) a financial institution designated by the Authority by notice in writing for the purposes of the definition of "customer" in section 40A, as applied by section 55ZJ(1), of the Act.	This is a customer consideration.	N/A
36.	6.3 Where a merchant bank in Singapore allows a material ongoing outsourced relevant service to be sub-contracted, the merchant bank must do all of the following:		
37.	(a) ensure that the service provider notifies the merchant bank in writing prior to or within a reasonable time of the engagement of a sub-contractor unless the merchant bank's agreement for the engagement of the sub-contractor had been obtained prior to the sub-contractor's engagement;	You need enough time from being informed of a subcontractor change to perform a meaningful risk assessment before the change comes into effect. To ensure you have the time you need, Google provides advance notice before we engage a new subcontractor or change the function of an existing subcontractor.	Google Subcontractors



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38.	(b) ensure that prior to obtaining or receiving any material ongoing outsourced relevant service, the merchant bank documents its assessment that allowing the sub-contracting arrangement for the material ongoing outsourced relevant service, or any part of it, -	Before engaging a subcontractor, Google will conduct an assessment considering the risks related to the subcontractor and the function to be subcontracted to confirm that the subcontractor is suitable.	Google Subcontractors
39.	(i) would not pose any risks to the merchant bank which it is not prepared, or is unable, to manage, in particular, legal, reputational, technological and operational risks; and	<p>Google recognizes that regulated entities need to consider the risks associated with subcontracting. To enable regulated entities to retain oversight of any subcontracting and provide choices about the services regulated entities use, Google will:</p> <ul style="list-style-type: none"> <li>• provide information about our subcontractors;</li> <li>• provide advance notice of changes to our subcontractors; and</li> <li>• give regulated entities the ability to terminate if they have concerns about a new subcontractor.</li> </ul> <p>Google requires our subcontractors to meet the same high standards that we do. Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you (including the audit and access rights). Google will remain liable to you for any subcontracted obligations.</p>	Google Subcontractors
40.	(ii) would not compromise:	<p>Google requires our subcontractors to meet the same high standards that we do.</p> <p>Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you (including the audit and access rights). Google will remain liable to you for any subcontracted obligations.</p> <p>Google requires our subcontractors to comply with our contract with you and to only access and use your data to the extent required to perform the obligations subcontracted to them.</p>	<p>Google Subcontractors</p> <p>Requirements for Subprocessor Engagement (<a href="#">Cloud Data Processing Addendum</a>)</p>
41.	(A) the provision of the relevant service to the merchant bank; and	See above.	N/A
42.	(B) the confidentiality and integrity of all information disclosed to, or accessed, collected, copied, modified, used, stored or processed by, the service provider or the sub-contractor, as the case may be, in accordance with the outsourcing agreement and subcontracting arrangement respectively;	See above.	N/A
43.	(c) ensure that the merchant bank regularly reviews its assessment in paragraph (b), and documents any changes to its assessment, including the reasons for the changes.	This is a customer consideration.	N/A
44.	7.1 For the purposes of section 47A(2)(b) and 47A(4)(b), as applied by section 55ZJ(1), of the Act, before obtaining a material ongoing outsourced relevant service, a merchant bank in Singapore must enter into an outsourcing agreement that contains terms which achieve the same effect as all of the following:		





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45.	(a) a requirement that the service provider protects the confidentiality and integrity of all information of the merchant bank in its custody, in relation to the provision of the material ongoing outsourced relevant service;	<p>The security / confidentiality of a cloud service consists of two key elements:</p> <p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p> <p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <p>Our <a href="#">infrastructure security</a> page</p> <p>Our <a href="#">security whitepaper</a></p> <p>Our <a href="#">cloud-native security whitepaper</a></p> <p>Our <a href="#">infrastructure security design overview</a> page</p> <p>Our <a href="#">security resources</a> page</p> <p>In addition, you can review Google's <a href="#">SOC 2 report</a>.</p> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p>(a) Security by default</p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p>	<p>Confidentiality</p> <p>Data Security; Google's Security Measures (<a href="#">Cloud Data Processing Addendum</a>)</p>



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		<p>Encryption at rest. Google encrypts certain data while it is stored at rest on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won't be able to read it because they don't have the necessary encryption keys. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p> <p>Encryption in transit. Google encrypts all data while it is "in transit"--traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data, at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p> <p>(b) Security products</p> <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our <a href="#">Google Workspace security and data protection</a> page.</p> <p>(c) Security resources</p> <p>Google also publishes guidance on:</p> <p><a href="#">Security best practices</a></p> <p><a href="#">Security use cases</a></p> <p><a href="#">Security checklists</a></p>	
46.	(b) a requirement that the service provider ensures that it and its employees only access, collect, copy, modify, use, store or process any customer information of the merchant bank to the extent that is necessary for it and its employees to provide the material ongoing outsourced relevant service;	<p>You operate the services independently without action by Google personnel. You decide which services to use, how to use them and for what purpose. You also decide what data you provide to the services under your account.</p> <p>Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.</p>	<p>N/A</p> <p>Protection of Customer Data</p>



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47.	(c) a requirement that the service provider ensures that it and its employees do not disclose any customer information of the merchant bank to any third party unless compelled by law, in which case the service provider must notify the merchant bank as soon as practicable to the extent permitted by law;	Google will ensure its employees comply with Google's security measures and that all personnel authorized to process customer data are under an obligation of confidentiality.	Data Security; Access and Compliance ( <a href="#">Cloud Data Processing Addendum</a> )
48.	(d) a requirement that the Authority, or an auditor appointed by the Authority, be allowed to audit the books, systems and premises of the service provider for the purposes of determining whether the service provider is properly providing the material ongoing outsourced relevant service and assessing -	<p>Google grants audit, access and information rights to regulated entities and their appointees. This includes the regulated entity's internal audit department or a third party auditor appointed by the regulated entity.</p> <p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"><li>-<a href="#">ISO/IEC 27001 (Information Security Management Systems)</a></li><li>-<a href="#">ISO/IEC 27017 (Cloud Security)</a></li><li>-<a href="#">ISO/IEC 27018 (Cloud Privacy)</a></li><li>-<a href="#">SOC 1</a></li><li>-<a href="#">SOC 2</a></li><li>-<a href="#">SOC 3</a></li></ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	Customer Information, Audit and Access  Certifications and Audit Reports
49.	(i) the ability of the service provider to -		
50.	(A) ensure continuity of the material ongoing outsourced relevant service;	See above.	N/A
51.	(B) safeguard the confidentiality and integrity of all information in its custody, in relation to the provision of the material ongoing outsourced relevant service; and	Refer to Row 45.	N/A
52.	(C) manage its legal, reputational, technological and operational risks arising from the provision of the material ongoing outsourced relevant service; and	See above.	N/A
53.	(ii) the level of compliance of the service provider with written laws related to the provision of the material ongoing outsourced relevant service;	See above.	N/A
54.	(e) a requirement that the service provider, on a request by the merchant bank, provides to the merchant bank or the Authority, or any person appointed by the merchant bank or the Authority, any record, document, report or information relating to the provision of the material ongoing outsourced relevant service;	Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants information, audit and access rights to regulated entities, supervisory authorities, and both their appointees.	Regulator Information, Audit and Access
55.	(f) a requirement that if the merchant bank terminates the outsourcing agreement or stops receiving the material ongoing outsourced relevant service provided by the service	On termination of the contractual relationship, Google will comply with the regulated entity's instruction to delete Customer Data from Google's systems.	Deletion on Termination ( <a href="#">Cloud Data Processing Addendum</a> )



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	provider, the service provider ensures that all customer information given to the service provider are deleted, destroyed or rendered unusable as soon as possible except where -		
56.	(i) the service provider is prohibited from doing so by written law or foreign laws, in the case where the material ongoing outsourced relevant service is performed overseas; or	See above.	N/A
57.	(ii) in the case where the service provider is an intragroup entity, the record, document or information is stored in a system of the service provider which, upon the termination of the outsourcing agreement, can only be accessed by the merchant bank; and	This is a customer consideration.	N/A
58.	(g) a requirement that the merchant bank may terminate the outsourcing agreement or stop receiving the material ongoing outsourced relevant service from the service provider under any of the following circumstances:	Regulated entities can terminate our contract with advance notice for Google's material breach after a cure period.  Regulated entities can also elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.	Term and Termination
59.	(i) by giving reasonable notice to the service provider;	See above.	N/A
60.	(ii) if directed by MAS to terminate the outsourcing agreement or to stop receiving the material ongoing outsourced relevant service from the service provider;	See above.	N/A
61.	(iii) if the service provider or a sub-contractor, where applicable, has failed to safeguard the confidentiality or integrity of customer information of the merchant bank that is in the custody of the service provider or subcontractor, where applicable, in relation to the provision of the material ongoing outsourced relevant service;	See above.	N/A
62.	(iv) if there has been a demonstrable deterioration in the ability of the service provider or a sub-contractor, where applicable, to safeguard the confidentiality or integrity of the customer information in its custody.	See above.	N/A
63.	7.2 Where an intragroup entity of the merchant bank in Singapore has entered into an outsourcing agreement on behalf of the merchant bank, the merchant bank must ensure that the terms set out in paragraph 7.1 are included in the outsourcing agreement before obtaining or receiving the material ongoing outsourced relevant service.	This is a customer consideration.	N/A
64.	8.1 A merchant bank in Singapore that receives a material ongoing outsourced relevant service from a service provider must implement adequate measures to protect customer information that is disclosed to the service provider or sub-contractor, as the case may be, against unauthorised disclosure, access, collection, copying, modification, use, disposal or similar risks. The merchant bank must at the minimum ensure that the measures include all of the following:		
65.	(a) notifying the service provider in writing of -	Google makes robust confidentiality commitments in our contract. In particular, we commit to only use confidential information that you share with us in accordance with our contract and to protect that information from disclosure.	Confidentiality



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## Google Workspace Mapping

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		Google will comply with all laws, regulations, and binding regulatory guidance applicable to it in the provision of the services.	Representations and Warranties
66.	(i) the merchant bank's obligation to keep customer information confidential under the Act and common law;	See above.	N/A
67.	(ii) the service provider's obligation to keep customer information confidential under the Act; and	See above.	N/A
68.	(iii) in the case where the material ongoing outsourced relevant service is to be performed outside Singapore, the merchant bank's obligations to protect customer information in accordance with the laws of the place where the material ongoing outsourced relevant service is to be performed;	See above.	N/A
69.	(b) ensuring that customer information is disclosed to, or accessed, collected, copied, modified, used, stored or processed by, a service provider and its employees or a sub-contractor and its employees only to the extent that is necessary for the service provider or the sub-contractor, and their respective employees, as the case may be, to provide the material ongoing outsourced relevant service.	<p>Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.</p> <p>Google requires our subcontractors to meet the same high standards that we do. In particular, Google requires our subcontractors to comply with our contract with you and to only access and use your data to the extent required to perform the obligations subcontracted to them.</p>	<p>Protection of Customer Data</p> <p>Requirements for Subprocessor Engagement (<a href="#">Cloud Data Processing Addendum</a>)</p>
70.	9.1 Subject to paragraph 9.2, a merchant bank in Singapore must conduct independent audits on each of its material ongoing outsourced relevant services, for the purposes mentioned in paragraph 7.1(d) at least once every three years.	<p>Google recognizes that regulated entities and their supervisory authorities must be able to audit our services effectively. Google grants information, audit and access rights to regulated entities, supervisory authorities, and both their appointees.</p> <p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"> <li>-<a href="#">ISO/IEC 27001 (Information Security Management Systems)</a></li> <li>-<a href="#">ISO/IEC 27017 (Cloud Security)</a></li> <li>-<a href="#">ISO/IEC 27018 (Cloud Privacy)</a></li> <li>-<a href="#">SOC 1</a></li> <li>-<a href="#">SOC 2</a></li> <li>-<a href="#">SOC 3</a></li> </ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	<p>Customer Information, Audit and Access</p> <p>Certifications and Audit Reports</p>
71.	9.2 Where any material ongoing outsourced relevant service is provided by an intragroup entity, the merchant bank must ensure that independent audits are conducted on the	This is a customer consideration.	N/A



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## Google Workspace Mapping

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
	material ongoing outsourced relevant service for the purposes mentioned in paragraph 7.1(d) and at a frequency approved by the board that is commensurate with the nature, scope and complexity of the relevant service.		
72.	9.3 The merchant bank must, upon request by the Authority, provide the Authority with copies of, or access to, the reports of the independent audits referred to in paragraphs 9.1 and 9.2, within such time as may be specified by the Authority.	This is a customer consideration.	N/A
73.	10.1 If any of the circumstances specified in paragraph 10.3 has arisen, a merchant bank in Singapore must -		
74.	(a) where the circumstance is one referred to in paragraph 10.3(a) or 10.3(e), or both:		
75.	(i) consider whether to exercise its right to terminate the outsourcing agreement or to stop receiving the material ongoing outsourced relevant service from the service provider, and document the merchant bank's considerations; and	Regulated entities can terminate our contract with advance notice for Google's material breach after a cure period.  Regulated entities can also elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority.	Term and Termination
76.	(ii) if it decides to terminate the outsourcing agreement or to stop receiving the material ongoing outsourced relevant service from the service provider, notify the Authority of the circumstances that have arisen as soon as possible; or	This is a customer consideration.	N/A
77.	(b) in all other cases, consider whether to exercise its right to terminate the outsourcing agreement or to stop receiving the material ongoing outsourced relevant service from the service provider, and document the merchant bank's considerations.	Refer to Row 75.	
78.	10.2 Upon the termination of the outsourcing agreement relating to a material ongoing outsourced relevant service, the merchant bank in Singapore must ensure that all customer information given to the service provider or sub-contractor, where applicable, are removed from the possession of the service provider or sub-contractor, as the case may be, or deleted, destroyed or rendered unusable as soon as possible except where -	On termination of the contractual relationship, Google will comply with your instruction to delete Customer Data from Google systems.	Deletion on Termination ( <a href="#">Cloud Data Processing Addendum</a> )
79.	(a) the service provider or sub-contractor, as the case may be, is prohibited from doing so by written law or foreign laws, in the case where the material ongoing outsourced relevant service is performed overseas; or	See above.	N/A
80.	(b) in the case where the service provider or sub-contractor is a branch or office of the merchant bank, the customer information is stored in a system used by the merchant bank which upon the termination of the outsourcing agreement, can only be accessed by the merchant bank.	This is a customer consideration.	N/A
81.	10.3 The circumstances referred to in paragraph 10.1 are:		
82.	(a) the service provider or sub-contractor, where applicable, has failed to safeguard the confidentiality or integrity of information of the merchant bank that is in the custody of	Refer to Row 75.	N/A





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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
	the service provider or sub-contractor, where applicable, in relation to the provision of the material ongoing outsourced relevant service;		
83.	(b) the service provider has failed to comply with any written law related to the provision of the material ongoing outsourced relevant service;	Refer to Row 75.	N/A
84.	(c) the service provider has undergone or is undergoing a change in ownership and where such a change might adversely affect whether the merchant bank is able to satisfy itself of the service provider's ability to provide the material ongoing outsourced relevant service based on the framework in paragraph 5.1 of this Notice;	Google will provide advance notice to you if it experiences a relevant change in control. Regulated entities can terminate our contract with advance notice for change of control.	Change of Control
85.	(d) there has been a deterioration in the ability of the service provider to provide the material ongoing outsourced relevant service in accordance with the outsourcing agreement;	Refer to Row 75.	N/A
86.	(e) there has been a demonstrable deterioration in the ability of the service provider or sub-contractor, where applicable, to safeguard the confidentiality or integrity of the customer information in its custody;	Refer to Row 75.	N/A
87.	(f) the merchant bank or any person appointed by the merchant bank is prevented by the service provider, from obtaining any record, document, report or information relating to the provision of material ongoing outsourced relevant service; and	Refer to Row 75.	N/A
88.	(g) the merchant bank is prevented by the service provider from assessing the service provider's compliance with the outsourcing agreement.	Refer to Row 75.	N/A
89.	11.1 For material ongoing outsourced relevant services where the service provider or a sub-contractor is an overseas regulated financial institution, a merchant bank in Singapore must -	Google Cloud is not a regulated financial institution.	N/A
90.	(a) implement measures to ensure that the merchant bank and the Authority (in accordance with the Act) have access to customer information and any record, document, report or information relating to the provision of the service by the service provider; and	See above.	N/A
91.	(b) ensure that customer information relating to the material ongoing outsourced relevant service of the merchant bank is adequately protected when accessed by a supervisory authority of the service provider or sub-contractor, as the case may be.	See above.	N/A
92.	11.2 For the purposes of paragraph 11.1(b), the merchant bank must provide all of the following to the Authority:	See above.	N/A
93.	(a) a written set of policies and procedures of the merchant bank for managing requests for any customer information of the merchant bank that is in the possession of the service provider or sub-contractor ("the Customer Information") from the supervisory authority to the merchant bank or the service provider or sub-contractor, as the case may	See above.	N/A



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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
	be. The merchant bank must ensure that the written policies and procedures at the minimum set out the criteria under which the merchant bank or the service provider or sub-contractor, as the case may be, may disclose the Customer Information to the supervisory authority and how the merchant bank will ensure that it is notified of any requests for Customer Information from the supervisory authority;		
94.	(b) a written undertaking to notify the Authority in writing of any disclosure of Customer Information to the supervisory authority, within 14 working days after such disclosure.	See above.	N/A
95.	12.1 A merchant bank in Singapore which obtains or receives an outsourced relevant service that is a material ongoing outsourced relevant service does not need to comply with the requirements in Section C in respect of the outsourced relevant service.	This is a customer consideration.	N/A
96.	12.2 For the purposes of section 47A(2)(a) and 47A(4)(a), as applied by section 55ZJ (1), of the Act, before obtaining an outsourced relevant service which involves the disclosure of customer information, to evaluate the ability of the service provider to safeguard the confidentiality and integrity of customer information disclosed to, or accessed, collected, copied, modified, used, stored or processed by, the service provider, a merchant bank in Singapore must conduct due diligence checks to assess and be satisfied of all of the following matters at the minimum:	<p>Google recognizes that you need to conduct due diligence and perform a risk assessment before deciding to use our services. To assist you, we've provided the information below.</p> <p>In addition, Google collaborates with third-party risk management (TPRM) providers to support your cloud assessments. TPRM providers perform regular assessments of Google Cloud's platform and services—they inspect hundreds of security, privacy, business continuity, and operational resiliency controls aligned with industry standards and regulations such as NIST SP 800-53, NIST CSF, ISO 27001, PCI-DSS, HIPAA, CMMC, SOC2, CSA STAR, and more. Based on their observations and assessments, TPRM providers develop independent audit reports that can help scale and accelerate your own risk assessment processes. For more information, refer to our <a href="#">Google Cloud risk assessment resources page</a>.</p>	N/A
97.	(a) the service provider's reputation and track record for safeguarding the confidentiality and integrity of customer information in its custody;	<p>Google Cloud has been providing cloud services for over 10 years, assisting customers across the globe in the financial services, healthcare &amp; life science, retail and public sectors to name a few. More information on Google Workspace's capabilities is available on our official <a href="#">Google Workspace</a> page.</p> <p>Google Cloud has been named as a leader in several reports by third party industry analysts. You can read these on our <a href="#">Analyst Reports</a> page.</p> <p>Information about our referenceable customers (including the financial services sector) is available on our <a href="#">Google Workspace Cloud Customer page</a>.</p> <p>You can review information about Google's historic performance of the services on our <a href="#">Google Workspace Status Dashboard</a>.</p>	N/A
98.	(b) the service provider's ability to ensure that employees who are authorised to access the customer information are subject to confidentiality obligations;	Google will ensure its employees comply with Google's security measures and that all personnel authorized to process customer data are under an obligation of confidentiality.	N/A



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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
99.	(c) the measures that the service provider has put in place to safeguard the confidentiality and integrity of customer information of the merchant bank that is in the custody of the service provider, in relation to the provision of the relevant service.	Refer to Row 65.	N/A
100.	12.3 A merchant bank in Singapore must satisfy itself, on an ongoing basis, of the service provider's ability to safeguard the confidentiality and integrity of customer information disclosed to, or accessed, collected, copied, modified, used, stored or processed by, the service provider.	See above.	N/A
101.	12.4 A merchant bank in Singapore must document the due diligence checks required under paragraphs 12.2 and 12.3 and furnish the documentation to the Authority upon request.	This is a customer consideration.	N/A
102.	12.5 Notwithstanding paragraphs 12.2 and 12.3, a merchant bank in Singapore may rely on a third party to perform the due diligence checks required under paragraphs 12.2 and 12.3 if the merchant bank is satisfied that the third party it intends to rely on is able to perform the due diligence checks.	This is a customer consideration.	N/A
103.	12.6 Where a merchant bank in Singapore places reliance on a third party to perform the due diligence checks required under paragraphs 12.2 and 12.3, the merchant bank must -		
104.	(a) document the basis for its satisfaction that the requirements in paragraph 12.5 have been met;	This is a customer consideration.	N/A
105.	(b) obtain from the third party a record, document or report, or information setting out the basis for the third party's assessment pursuant to the due diligence checks; and	This is a customer consideration.	N/A
106.	(c) review the third party's evaluation of the service provider.	This is a customer consideration.	N/A
107.	12.7 To avoid doubt, notwithstanding any reliance on a third party in accordance with paragraph 12.5, the merchant bank in Singapore remains responsible for its obligations mentioned in paragraphs 12.2 to 12.4.	This is a customer consideration.	N/A
108.	12.8 For the purposes of section 47A(2)(b) and 47A(4)(b), as applied by section 55ZJ (1), of the Act, before obtaining an outsourced relevant service which involves the disclosure of customer information, a merchant bank in Singapore must enter into an outsourcing agreement with the service provider, which must include all of the following:		
109.	(a) a requirement that the service provider protects the confidentiality and integrity of all customer information;	<p>The security / confidentiality of a cloud service consists of two key elements:</p> <p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p>	<p>Confidentiality</p> <p>Data Security; Google's Security Measures (<a href="#">Cloud Data Processing Addendum</a>)</p>



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## Google Workspace Mapping

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <p>Our <a href="#">infrastructure security</a> page</p> <p>Our <a href="#">security whitepaper</a></p> <p>Our <a href="#">cloud-native security whitepaper</a></p> <p>Our <a href="#">infrastructure security design overview</a> page</p> <p>Our <a href="#">security resources</a> page</p> <p>In addition, you can review Google's <a href="#">SOC 2 report</a>.</p> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p>(a) Security by default</p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <p>Encryption at rest. Google encrypts certain data while it is stored at rest on a disk (including solid-state drives) or backup media. Even if an attacker or someone with physical access obtains the storage equipment containing your data, they won't be able to read it because they don't have the necessary encryption keys. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p>	



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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<p>Encryption in transit. Google encrypts all data while it is "in transit"--traveling over the Internet and across the Google network between data centers. Should an attacker intercept such transmissions, they will only be able to capture encrypted data, at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. For more information on Google Workspace encryption and key management tools provided by Google, see our <a href="#">Google Workspace encryption whitepaper</a>.</p> <p>(b) Security products</p> <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our <a href="#">Google Workspace security and data protection</a> page.</p> <p>(c) Security resources</p> <p>Google also publishes guidance on:</p> <p><a href="#">Security best practices</a></p> <p><a href="#">Security use cases</a></p> <p><a href="#">Security checklists</a></p>	
110.	(b) a requirement that the service provider ensures that the service provider and its employees only access, collect, store, process or use any customer information to the extent that is necessary for the service provider to provide the outsourced relevant service;	<p>You operate the services independently without action by Google personnel. You decide which services to use, how to use them and for what purpose. You also decide what data you provide to the services under your account.</p> <p>Google commits to only access or use your data to provide the Services ordered by you and will not use it for any other Google products, services, or advertising.</p>	<p>N/A</p> <p>Protection of Customer Data</p>
111.	(c) a requirement that the service provider ensures that the service provider and its employees do not disclose any customer information to any third party unless compelled by law, in which case the service provider must notify the merchant bank as soon as practicable to the extent permitted by law;	<p>Google will ensure its employees comply with Google's security measures and that all personnel authorized to process customer data are under an obligation of confidentiality.</p>	<p>Data Security; Access and Compliance (<a href="#">Cloud Data Processing Addendum</a>)</p>
112.	(d) a requirement that the service provider, on a request by the merchant bank, satisfies the merchant bank, its auditors, the Authority or any person appointed by the Authority, by the production of such evidence or information as the relevant person may require, that the service provider is in compliance with paragraph (a);	<p>Google grants audit, access and information rights to regulated entities and their appointees. This includes the regulated entity's internal audit department or a third party auditor appointed by the regulated entity.</p>	<p>Customer Information, Audit and Access</p>



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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
		<p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"> <li>-<a href="#">ISO/IEC 27001 (Information Security Management Systems)</a></li> <li>-<a href="#">ISO/IEC 27017 (Cloud Security)</a></li> <li>-<a href="#">ISO/IEC 27018 (Cloud Privacy)</a></li> <li>-<a href="#">SOC 1</a></li> <li>-<a href="#">SOC 2</a></li> <li>-<a href="#">SOC 3</a></li> </ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	Certifications and Audit Reports
113.	(e) a requirement that the merchant bank may terminate the outsourcing agreement or stop receiving the outsourced relevant service from the service provider under any of the following circumstances:	Regulated entities can terminate our contract with advance notice for Google's material breach after a cure period.	Term and Termination
114.	(i) the service provider has failed to safeguard the confidentiality or integrity of the customer information in its custody;	See above.	N/A
115.	(ii) there has been a demonstrable deterioration in the ability of the service provider to safeguard the confidentiality or integrity of the customer information in its custody.	See above.	N/A
116.	12.9 A merchant bank in Singapore that receives an outsourced relevant service which involves the disclosure of customer information must implement adequate measures to protect such customer information that is disclosed to the service provider against unauthorised disclosure, access, collection, copying, use, modification, disposal or similar risks. The merchant bank must at the minimum ensure that the measures include all of the following:	Refer to Row 109.	N/A
117.	(a) notifying the service provider in writing of -		
118.	(i) the merchant bank's obligation to keep customer information confidential under the Act and common law;	<p>Google makes robust confidentiality commitments in our contract. In particular, we commit to only use confidential information that you share with us in accordance with our contract and to protect that information from disclosure.</p> <p>Google will comply with all laws, regulations, and binding regulatory guidance applicable to it in the provision of the services.</p>	<p>Confidentiality</p> <p>Representations and Warranties</p>
119.	(ii) the service provider's obligation to keep customer information confidential under the Act; and	See above.	N/A





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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
120.	(iii) in the case where the outsourced relevant service is to be performed outside Singapore, the merchant bank's obligations to protect customer information in accordance with the laws of the place where the outsourced relevant service is to be performed;	See above	N/A
121.	(b) ensuring that customer information is disclosed to, or accessed, collected, copied, modified, used, stored or processed by, a service provider and its employees only to the extent that is necessary for the service provider and its employees to provide the outsourced relevant service.	See above	N/A
122.	12.10 If any of the circumstances specified in paragraph 12.8(e) arise, a merchant bank in Singapore must:		
123.	(a) notify the Authority of the circumstances that have arisen as soon as possible;	This is a customer consideration.	N/A
124.	(b) consider whether to exercise its right to terminate the outsourcing agreement or to stop obtaining or receiving the outsourced relevant service from the service provider, and document the merchant bank's considerations; and	Regulated entities can terminate our contract with advance notice for Google's material breach after a cure period.	Term and Termination
125.	(c) exercise its right to terminate the outsourcing agreement or to stop obtaining or receiving the outsourced relevant service from the service provider if the Authority directs the merchant bank to do so, having regard to public interest or the interest of depositors.	See above. Regulated entities can elect to terminate our contract for convenience with advance notice, including if necessary to comply with law or if directed by a supervisory authority	Term and Termination
126.	12.11 Upon the termination of the outsourcing agreement relating to an outsourced relevant service that involves the disclosure of customer information or when a merchant bank in Singapore stops obtaining or receiving an outsourced relevant service that involves the disclosure of customer information, the merchant bank must ensure that all customer information given to the service provider are removed from the possession of the service provider or deleted, destroyed or rendered unusable as soon as possible except where -	On termination of the contractual relationship, Google will comply with the regulated entity's instruction to delete Customer Data from Google's systems.	Deletion on Termination ( <a href="#">Cloud Data Processing Addendum</a> )
127.	(a) the service provider is prohibited from doing so by written law or foreign laws, in the case where the outsourced relevant service is performed overseas; or	See above.	N/A
128.	(b) in the case where the service provider is a branch or office of the merchant bank in Singapore, the customer information is stored in a system used by the merchant bank which upon the termination of the outsourcing agreement, can only be accessed by the merchant bank.	See above.	N/A
129.	13.1 Subject to paragraph 13.2, a merchant bank incorporated in Singapore must implement a group policy relating to outsourced relevant services to ensure that each of its branches comply with all requirements in this Notice, as if it were a merchant bank in Singapore.	This is a customer consideration.	N/A



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#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
130.	13.2 Where a branch of a merchant bank in Singapore, that is located outside Singapore, obtains or receives material ongoing outsourced relevant services, the merchant bank may elect not to comply with paragraph 7.1 as if the branch was a merchant bank in Singapore provided the merchant bank ensures the branch has entered into an outsourcing agreement with the service provider and the merchant bank documents and satisfies itself that the risks from not complying with paragraph 7.1 would be addressed and how the merchant bank would so address the risks.	This is a customer consideration.	N/A