Jurisdictional Exposure of Commonwealth Bank Cloud and Model Dependencies

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Contents

SCOPE OF THIS ASSESSMENT

Exposure One · Compellability. Assessed.

Exposure Two · Availability. Assessed.

Continuity. Identified and not assessable on the public record. Not numbered, not reserved.

1.1

The dependency, as the bank describes it

The Commonwealth Bank of Australia has stated on its own newsroom that it has completed migrating its data platform to Amazon Web Services [A6], and that the migration involved over 61,000 data pipelines commencing July 2024 [A8]. Terri Sutherland, the bank's Lead for Data Platforms, is quoted describing the successful migration of 100 per cent of its data to the cloud [A7].

> *"Successfully migrating 100 per cent of our data to the Cloud will allow us to simplify our technology stack, reduce our on-premises data centre footprint, and scale our operations per demand."*
>
> Terri Sutherland, CommBank Lead for Data Platforms • CBA Newsroom, 4 June 2025 • CLAIM A7

100%

of the bank's data migrated to the cloud, per its data platforms lead • CLAIM A7

61,000

data pipelines migrated, commencing July 2024 • CLAIM A8

Separately, the bank states that core platforms and applications including Netbank, CommSec and MUREX have migrated to AWS from on premises environments [A3], that AWS is its preferred cloud provider under a

five year strategic collaboration [A1], and that it is rearchitecting a significant percentage of its workloads onto AWS [A2].

On the bank's own figures, that platform supports over 2,000 AI models operating against approximately 157 billion data points and informing around 55 million decisions daily [A9].

This assessment does not characterise the scale of the dependency. The bank has characterised it.

Contestable step CS3. Sutherland's statement concerns the data platform. Whether every system in the bank sits on that platform is not established by the record, and this assessment does not claim it does. The claim is confined to what the bank said: the data platform, and the named core applications.

1.2

The provider is a Delaware corporation

Amazon Web Services, Inc. is a Delaware corporation, 100 per cent owned by Amazon.com, Inc. This is stated in Exhibit 21.1 to Amazon.com, Inc.'s Form 10-K for the year ended 31 December 2025, filed with the Securities and Exchange Commission on 6 February 2026 [B1]. The same exhibit records Amazon Data Services, Inc. as a Delaware corporation, 100 per cent owned [B2].

There is no judgment in this step. It is a compelled filing, and it says what it says.

1.3

The statute is keyed to control, not to location

18 U.S.C. § 2713 provides that a provider of electronic communication service or remote computing service shall comply with the obligations of the chapter to preserve, backup, or disclose the contents of a wire or electronic communication and any record or other information pertaining to a customer or subscriber within such provider's possession, custody, or control, regardless of whether such communication, record, or other information is located within or outside of the United States [B5].

> *"...within such provider's possession, custody, or control, regardless of whether such communication, record, or other information is located within or outside of the United States."*
>
> 18 U.S.C. §2713 • CLAIM B5

The operative words are possession, custody, or control. The section then expressly disposes of the location question: regardless of whether the information is located within or outside the United States.

An Australian data centre is not responsive to this provision. The section addresses the location of information expressly, and disposes of it.

Contestable step CS6. Section 2713 attaches to a provider of *either* electronic communication service *or* remote computing service. Remote computing service is defined at 18 U.S.C. § 2711(2) as the provision **to the public** of computer storage or processing services by means of an electronic communications system [B6]. A reasonable reader may contest whether enterprise infrastructure supplied under a negotiated agreement to a single institution is provision to the public.

The objection does not dispose of the question. Section 2711(1) provides that terms defined in 18 U.S.C. § 2510 carry those definitions in the chapter [B9], and electronic communication service is defined at § 2510(15) as any service which provides to users thereof the ability to send or receive wire or electronic communications, without a "to the public" qualifier [B10]. The definition of electronic communications system extends to computer facilities or related electronic equipment for the electronic storage of such communications [B12]. The two

limbs are alternatives.

Section 2713 is not confined to the contents of communications. It extends to any record or other information pertaining to a customer or subscriber within the provider's possession, custody or control [B14]. Information excluded from the definition of electronic communication by section 2510(12)(D) may therefore be recaptured by that limb. This assessment does not determine the interaction between the exclusion and the catch all.

Contestable step CS8. A second limitation operates on the subject matter rather than the provider. Section 2510(12) defines electronic communication but excludes at subparagraph (D) electronic funds transfer information stored by a financial institution in a communications system used for the electronic storage and transfer of funds [B11].

That exclusion is directed at institutions of precisely this kind. Some categories of a bank's data may therefore fall outside the chapter altogether. This assessment does not claim that all data held for the Commonwealth Bank of Australia is within the reach of § 2713, and the scope of the exclusion is not determined here.

1.4

The Australian entity does not interrupt the chain

The entity contracting in Australia is Amazon Web Services Australia Pty Ltd, ACN 605 345 891, an Australian proprietary company limited by shares registered on 22 April 2015, with its registered office at Level 37, 2-26 Park Street, Sydney [B3].

The ASIC current company extract obtained under section 1274A of the Corporations Act 2001 on 18 July 2026 records two things.

Its sole member is Amazon Web Services, Inc., of Delaware, United States, holding 231,800,001 ordinary shares beneficially and fully paid, being the entirety of the issued capital [B7].

231,800,001

shares held by the Delaware parent — the entire issued capital of the Australian entity • CLAIM B7

Its ultimate holding company is Amazon.com, Inc. [B4].

The Delaware entity named by ASIC as sole member is the same entity named in Amazon.com, Inc.'s SEC filing as a Delaware corporation wholly owned by that parent [B8]. The Australian corporate regulator and the United States securities regulator describe the same structure.

The assurance that an Australian institution contracts with an Australian company is accurate. It does not answer the compellability question. The Australian company is wholly owned by the Delaware company.

Contestable step CS1. The corporate structure is established. What is not established by the structure alone is the legal conclusion: whether the parent's ownership of a wholly owned foreign subsidiary places that subsidiary's customer data within the parent's possession, custody or control for the purposes of § 2713.

That is a question of United States law. It is unsettled, it has not been determined on facts of this kind, and this assessment does not determine it. AustraliaOS is not qualified to give legal advice and does not do so.

What this assessment says is narrower: the question is live, it is material, and nothing in the public record indicates it has been tested for this arrangement.

1.5

The obligation and the trigger point in different directions

CPS 230 requires an APRA regulated entity to manage its full range of operational risks, including but not limited to legal risk and regulatory risk [E15, para 23]. It requires that an entity must not rely on a service provider unless it can ensure that in doing so it can continue to meet its prudential obligations in full [E16, para 14]. Before entering a material arrangement it requires assessment of risks associated with geographic location or concentration of the provider [E9, para 52(b)]. A provider of core technology services must be classified as a material service provider unless the entity can justify otherwise [E6, para 49(d)], and the systems and infrastructure needed to support critical operations are themselves a critical operation unless the entity can justify otherwise [E7, para 35(d)].

Foreign legal reach is legal risk. It is already within the scope of what the standard requires an entity to manage.

The one place in the standard where a geographic trigger produces a hard obligation is the offshoring notification at paragraph 60(b) [E19]. Footnote 16 defines that obligation. Offshoring includes arrangements where the provider is incorporated in Australia but the service is performed outside Australia. And, expressly: offshoring does not include arrangements where the physical location of a service is performed within Australia, but the service provider is not incorporated in Australia [E4, E5].

> *"Offshoring does not include arrangements where the physical location of a service is performed within Australia, but the service provider is not incorporated in Australia."*
>
> APRA Prudential Standard CPS 230, footnote 16 • CLAIM E4

The trigger is keyed to where the service is performed. The exposure is keyed to where the provider is incorporated.

The guidance narrows this rather than widening it. CPG 230 states that a prudent entity would assess the risks of engaging a service provider in another jurisdiction, and directs that assessment to five considerations [F1, F2]. Four concern continuity, information security, control, and the entity's own compliance. The fifth concerns

impediments, legal and technical, to APRA being able to fulfil its duties, including timely access to information in a usable form.

That fifth consideration reaches legal impediments. It reaches them in one direction. The guidance asks whether the regulator can obtain information from the provider. It does not ask whether a foreign government can.

The guidance contemplates access denied. It does not contemplate access compelled [F3].

Two further features of the framework bear on this. First, the standard requires that a formal agreement for a material arrangement include provisions to ensure the ability of the entity to meet its legal and compliance obligations, and set out ownership and control of data [E18, para 53(b), (c)]. Those are obligations directed at the agreement, not at the identity of the counterparty's parent.

Second, the limited exemption from certain contractual requirements is available only where the provider falls within a category in the Attachment **and** the arrangement uses standardised terms **or is not documented in a formal agreement** [E13, para 57]. Cloud and technology infrastructure providers are not among the listed categories [E12]. The guidance describes those categories as capturing providers typically market mandated or otherwise not engaged through standard procurement or contractual processes [F6]. A negotiated multi year strategic collaboration with a preferred provider does not answer that description. The exclusion of such providers from the exemption appears consistent with its stated design.

A structural feature of the assurance record bears on this. A provider cannot independently establish its own foreign legal reach, because the party making the representation is the party whose reachability is in question. That is a feature of the position, not a criticism of any provider. It means that a representation on this subject, however given, cannot be self verifying.

This is a gap between provisions of the same framework. It is not a failure by the entity. An institution that satisfied every express requirement of CPS 230 and followed every item of CPG 230 guidance would not, by doing so, have asked the question this assessment asks.

1.6

What this assessment does not claim

The following are stated so that no reader draws them by implication.

No United States legal process has been shown to have been directed at any data held for the Commonwealth Bank of Australia. None is alleged. Nothing in the public record indicates any compelled disclosure has occurred [CS2].

This assessment does not determine whether § 2713 in fact reaches this arrangement. That is a question of United States law and is left open at 1.4.

This assessment does not claim that all data held for the bank falls within the reach of § 2713. Section 2510(12)(D) excludes electronic funds transfer information stored by a financial institution in a communications system used for the electronic storage and transfer of funds, and the scope of that exclusion is not determined here [CS8].

This assessment has not seen the agreement between the bank and its provider and makes no claim about its terms. The silence identified at C1 to C3 is a silence in the public assurance record, not in the executed contract, and no inference is drawn from it about what the contract contains [CS7].

This assessment does not assess the bank's continuity arrangements, which are not in the public record.

This assessment does not extend to HCLTech, named in the record as delivery partner for the migration [A11] and not shown to have any ongoing role [CS5].

This compellability exposure does not depend on the bank's arrangements with providers of artificial intelligence models, which are assessed separately as Exposure Two. Those relationships are identified in the record [D1, D2, D3], and no conclusion in the compellability analysis depends on them.

This assessment does not allege a failure by the Australian Prudential Regulation Authority. The gap identified at 1.5 is a boundary in the scope of an instrument, identified on its text. Whether that boundary is appropriate is a policy question this assessment does not reach.

This assessment does not allege wrongdoing by Amazon Web Services, Inc., Amazon Web Services Australia Pty Ltd, Amazon.com, Inc., Anthropic, or any other provider named in it. No provider is alleged to have breached any obligation, made any misrepresentation, or disclosed any data. The corporate structures described

are lawful and ordinary, and are described because they bear on the question the assessment asks, not because anything is alleged about them.

This assessment concerns one arrangement on one record. It does not establish that any other APRA regulated entity is similarly placed, and no general finding about entities using providers incorporated outside Australia is made or implied.

1.R

Recommendation layer, Exposure One

Author proposed. Not verified fact. Each recommendation cites the analysis that motivates it. None is directed at the Commonwealth Bank of Australia, which is not shown by this assessment to have failed any obligation. The finding is a gap between provisions of the prudential framework [1.5], and the recommendations address that gap.

R1 · Define the offshoring trigger by incorporation as well as physical performance

Motivated by 1.5. The material offshoring notification obligation at CPS 230 paragraph 60(b) is defined by footnote 16 by reference to where the service is physically performed, and expressly excludes arrangements where a provider not incorporated in Australia performs the service within Australia [E4].

The exposure identified at 1.2 to 1.4 attaches to incorporation, not to physical performance. The obligation and the exposure are therefore pointed at different things.

Proposed: that the definition of material offshoring arrangement be amended, or a parallel notification trigger created, so that an arrangement with a provider incorporated outside Australia is notifiable irrespective of where the service is physically performed.

Contestable. A notification obligation is not a prohibition, and expanding it would capture a large number of arrangements. Whether the resulting supervisory burden is proportionate to the risk is a policy judgment this assessment does not make.

R2 · Extend the jurisdiction guidance to compellability

Motivated by 1.5. CPG 230 directs a prudent entity assessing a provider in another jurisdiction to five considerations, of which one reaches legal impediments, and does so only as to whether APRA can obtain information [F2, F3]. The guidance contemplates access denied and does not contemplate access compelled.

Proposed: that the guidance be extended to include, as a sixth consideration, the ability of a foreign govern-

ment to compel disclosure from the provider or its parent, and the entity's ability to detect or contest such compulsion.

Contestable. CPG 230 is guidance and creates no enforceable requirement. Adding a consideration to guidance may not change behaviour absent a corresponding requirement in the standard.

R3 · Record how legal risk is discharged in respect of foreign compellability

Motivated by 1.5. CPS 230 paragraph 23 requires an entity to manage its full range of operational risks, including legal risk and regulatory risk [E15]. Paragraph 14 requires that an entity must not rely on a service provider unless it can ensure it can continue to meet its prudential obligations in full [E16].

Foreign legal reach falls within legal risk. The obligation to manage it therefore already exists. What the framework does not do is require that the discharge of that obligation be recorded in respect of this particular risk.

Proposed: that entities record, within the operational risk profile required by CPS 230 paragraph 26 [E21], how legal risk arising from a material service provider's foreign incorporation has been assessed, and that this record be available to APRA on request.

Contestable. This may be regarded as already implied by paragraph 26(b), which requires identification of the processes and resources needed to deliver critical operations together with the interdependencies across them and the associated risks, obligations, key data and controls [E21]. If so, the recommendation is one of explicitness rather than substance.

This recommendation is directed at the framework. It does not imply that any entity has failed to manage legal risk under paragraph 23, which this assessment does not assess.

R4 · Record provider incorporation and ultimate holding company in the material service provider register

Motivated by 1.2 and 1.4. The corporate chain in this case was established from two public registers in a single day: an SEC exhibit [B1] and an ASIC extract [B4, B7]. Nothing about it was difficult to obtain or contestable as to fact.

An entity must identify and maintain a register of its material service providers [E22, para 48] and submit that register to APRA annually [E23, para 50]. A provider of core technology services must be classified as a material service provider unless the entity can justify otherwise [E6, para 49(d)].

Proposed: that the material service provider register record, for each material service provider, the jurisdiction of incorporation of the contracting entity and of its ultimate holding company.

Note. This is the lowest cost recommendation in this document. The information is public, it is already collected by two regulators, and the register already exists.

R5 · Independent verification where the assessment is adverse to the assessor

Motivated by 1.5 and by the assurance record at C1 to C3.

The structural point is established at 1.5: a representation as to a provider's own foreign legal reach cannot be self verifying. What follows is the author proposed application of that finding.

Proposed: that where an entity relies on a provider's representation as to foreign legal reach, that representation be verified by a party with no interest in the outcome.

> **Disclosure.** AustraliaOS Pty Ltd provides independent jurisdictional exposure assessment on commission. R5, if adopted, would create demand for services of the kind the author sells. The author has a direct financial interest in this recommendation and it should be weighed accordingly, and more sceptically than R1 to R4. It is included because it follows from the analysis, not because it is disinterested. A reader who accepts R1 to R4 and rejects R5 has not thereby rejected the assessment.

Not recommended

The following are deliberately absent.

No recommendation is directed at the Commonwealth Bank of Australia. This assessment does not establish that the bank has failed any obligation, has not seen its agreement with its provider [CS7], and has not assessed its continuity arrangements. Recommending action to an institution on that record would exceed what the evidence supports.

No recommendation that any provider be avoided, replaced or restricted. The assessment establishes a structural question that is live and untested [CS1]. It does not determine that data is in fact reachable, and it identifies a statutory exclusion that may remove some categories of bank data from the chapter altogether [CS8]. A recommendation to divest or migrate would rest on a conclusion this assessment expressly declines to reach.

On the model layer, see Exposure Two. The bank's model-layer dependency is assessed there, as an availability exposure, with its own recommendation layer [CS9, CS10].

2.1

The dependencies, as the bank describes them

The bank has stated three separate arrangements with providers of artificial intelligence models.

It has stated an expanded strategic partnership with, and an investment in, Anthropic, PBC, announced with its Group Chief Information Officer named and the provider's Chief Financial Officer describing the arrangement as a strategic investment [D1].

Its CommBiz generative AI service is stated to use Anthropic's Claude 3 and Cohere models through Amazon Bedrock Knowledge Bases, with Amazon OpenSearch as the vector database [D2]. That is a different pathway to the first: the contracting party is the intermediary, and the terms are those examined at 2.3.

And it has stated that it was the first Australian company to enter a strategic partnership with OpenAI [D3].

These are three arrangements with three different shapes. Two of them are stated only at the level of a partnership announcement, and this assessment establishes nothing about their terms.

Contestable step CS12. The bank states an investment. Whether that investment is equity or another instrument is not publicly established, and no inference is drawn from its existence. Whether the bank holds any direct contractual relationship with any of these providers, distinct from the terms applicable to access through the intermediary, is likewise not established.

Not in scope. The arrangement with OpenAI is recorded because the bank has stated it. Nothing about its terms, its scope, or the services it covers is in the public record, and no part of the analysis that follows relies on it.

2.2

The providers are Delaware corporations

Anthropic, PBC is registered with the Delaware Division of Corporations under file number 4860621, entity kind corporation, entity type benefit corporation, residency domestic, state Delaware, with an incorporation date of 26 January 2021 [D4.1]. The Global Legal Entity Identifier Foundation records the same entity under LEI 984500B6DEB8CEBC4Z70, jurisdiction of formation United States, Delaware, status active, validated against the Delaware Division of Corporations under the same registration number [D4.2].

OpenAI Group PBC is registered with the same authority under file number 10381551, entity kind corporation, entity type benefit corporation, residency domestic, state Delaware, with an incorporation date of 28 October 2025 [D4.4]. That date corresponds to the date on which OpenAI states its updated structure was announced, under which the for profit entity became a public benefit corporation controlled by the OpenAI Foundation [D4.5].

Both are corporations of the same state as the provider assessed at Exposure One [B1, B7].

There is no judgment in this block. These are the records of the incorporating state.

2.3

The mechanism exists in the contract

The terms governing access to Anthropic models through Amazon Bedrock provide that Anthropic may require that AWS suspend the customer's access to any portion or all of the services if Anthropic reasonably believes or determines that its provision of the services to the customer is prohibited by applicable law [D5.2]. The same ground permits immediate termination on notice [D5.3].

Where a suspension occurs, the terms provide that Anthropic will have no liability for any damage, liabilities, losses including any loss of data or profits, or any other consequences that the customer may incur [D5.4].

The terms are governed by the laws of the State of California, with all suits to be instituted exclusively in federal or state courts located in San Francisco, and each party irrevocably submitting to their exclusive jurisdiction [D5.5]. Use of the services is confined to the countries and regions the provider currently supports [D5.6].

Read together, these provisions describe a pathway. A customer contracts with the intermediary. The instrument permitting that customer's access to be suspended sits in terms between two United States corporations. The trigger is a determination by one of them that provision is prohibited by applicable law, and the law in question is the law to which those corporations answer. The consequences of that suspension are excluded from liability, and any dispute about it is heard in San Francisco.

The applicable law is not the customer's law. It is the provider's.

Contestable step CS13. This assessment does not construe the terms. It records what they say. Whether an Australian customer would in practice have any remedy under a contract governed by California law, and whether the exclusion of liability at D5.4 would be effective in any given forum, are questions of law and of contract construction that this assessment does not reach and is not qualified to reach.

A limit. These are the terms applicable to access through the intermediary. The bank has stated a separate direct relationship with the provider [D1]. No terms governing that relationship are public [CS12], and nothing in this block establishes what they contain.

2.4

The mechanism was exercised

On 12 June 2026 the United States government, citing national security authorities, issued an export control directive requiring the suspension of all access to two Anthropic models by any foreign national, whether inside or outside the United States, including the provider's own foreign national employees [D6.1].

The provider states that the net effect of the order was that it had to abruptly disable both models for all its customers to ensure compliance [D6.2]. It received the directive at 5:21pm Eastern Time, and states that the letter did not provide specific details of its national security concern [D6.4].

It complied. It also disagreed, stating that it did not accept that the finding of a narrow potential jailbreak should be cause for recalling a commercial model deployed to hundreds of millions of people [D6.21], and that while it believes a government should have the ability to block unsafe deployments as part of a statutory process that is transparent, fair, clear and grounded in technical facts, this action did not adhere to those principles [D6.22].

Three features of that sequence bear on an Australian institution assessing its own position.

The order was directed at the provider, not at any customer. No customer was notified, consulted, or in a position to object. The provider's compliance was the mechanism by which the order reached every user of the affected models worldwide.

The order operated by nationality, and the provider states it could not implement it selectively. What was framed as a restriction on foreign nationals became, in execution, a suspension for everyone.

And it was fast. The directive arrived at 5:21pm and the models were disabled the same evening.

Contestable step CS11. The lawfulness of the directive is the subject of undetermined litigation in the United States District Court for the District of Columbia, in which a hearing on preliminary relief was listed for no earlier than the week of 27 July 2026. This assessment speaks as at 18 July 2026 and reaches no view on whether the directive was lawfully made. Nothing in this block depends on the answer. The finding is that the mechanism operated, not that it operated lawfully.

What is not claimed. No Australian institution has been shown to have been affected by this directive. The bank's position is addressed separately at 2.8.

2.5

The intermediary did not insulate

Access to a model through a cloud intermediary looks like distance. The customer contracts with the intermediary, the service runs in the intermediary's environment, and the model provider is a supplier one step removed. It is reasonable to expect that arrangement to absorb something directed at the provider.

It did not.

The terms under which Anthropic models are made available through Amazon Bedrock define the services as those made available through that platform, hosted and managed by Amazon Web Services, Inc. [D5.1]. A party accessing models that way is a customer under those terms.

When the directive was issued, the provider states that the net effect was that it had to abruptly disable both models for all its customers [D6.2]. Not for customers of one channel. For all of them.

That is the clause at D5.2 operating in practice. The provider determined its provision was prohibited by applicable law, and access was suspended irrespective of which contract a given customer held or which environment the service ran in.

The litigation supplies a named instance. A United States company pleads that it accessed the affected models both through business accounts and through Amazon Bedrock for pre production testing [D7.5], and that users lost access by approximately 10:00pm on the evening the directive was received [D7.6].

The instance is illustrative. The finding does not depend on it. It depends on the provider's own statement that the suspension reached all of its customers.

An intermediary changes who a customer contracts with. It does not change who the model provider answers to.

Contestable step CS14. D6.2 states that the models were disabled for all customers. It does not name the intermediary. The proposition that Bedrock customers were among those affected follows from the terms at D5.1, under which a party accessing models through that platform is a customer of the provider. A reasonable reader may contest that step. The pleaded instance at D7.5 and D7.6 corroborates it but is an allegation in undetermined litigation and is not relied on as proof.

2.6

What this exposure is, and what it is not

The exposure in this section is availability. It is not disclosure.

Under the terms governing access to Anthropic models through Amazon Bedrock, the provider states that the technology it supplies to Amazon Web Services does not give it access to the customer's instance, including prompts or outputs, and that it does not anticipate obtaining any rights in or access to customer content [D5.8].

A provider that does not hold data cannot be compelled to disclose it. Whatever else follows in this section, nothing in it establishes that any model provider is in a position to hand over information belonging to the bank or its customers.

What the terms do permit is suspension. That is a different thing, with a different consequence, and it is assessed on its own terms below.

Contestable step CS10. The exposure at Exposure One is compulsion to disclose, under a statute keyed to possession, custody or control. The exposure in this section is compulsion to withhold, under export control. Both arise from the same jurisdictional fact, the providers' incorporation in the United States. They are not the same risk, they do not compound, and a reader who merges them will draw a conclusion this assessment does not support.

A limit on the foregoing. D5.8 establishes the position for access through the intermediary. The bank has separately stated an expanded strategic partnership with, and an investment in, one of the providers [D1]. No terms governing that direct relationship are public, and this assessment establishes nothing about whether the position at D5.8 holds for it [CS12]. The statement above is confined to the intermediary pathway.

2.7

The legal basis is contested

The authority relied on is not settled ground.

Analysts at a United States research institution state that the statutory authority to establish interim controls on emerging and foundational technologies has no regulatory framework in the Export Administration Regulations, and that this is why it has never before been used as the basis for issuing a control [D6.7]. They state that the provision reportedly cited was used by the same department in three previous advisory opinions as the reason why remote access transactions are not subject to those Regulations [D6.9]. They note that the House of Representatives passed the Remote Access Security Act on the premise that the governing statute does not authorise regulating remote access [D6.10]. They state that the further provision reportedly cited permits licence requirements only for a small group of adversarial countries, not a worldwide control [D6.11].

The lawfulness of the directive is being litigated and is undetermined [CS11].

This assessment reaches no view on any of it. It is recorded for a single reason, and the reason is not that the directive may have been invalid.

The mechanism at 2.3 operates on a determination by the provider that its provision is prohibited by applicable law. It does not operate on a finding by a court. The provider received a directive, formed that determination, and suspended access the same evening [D6.4, D6.2]. Whether the directive was validly made was not a question the provider was positioned to resolve before complying, and it is not a question an affected customer is positioned to resolve at all.

If the directive is ultimately found to have exceeded the authority relied on, access will have been suspended worldwide on a basis that did not hold. That would not have restored anyone's service at the time.

Contestable step CS15. D6.7 to D6.11 are statements by named authors published by an institution that records that it does not take specific policy positions and that views expressed are those of the authors. They establish that the basis is contested by credible analysts. They do not establish that it is invalid, and this assessment does not assert that it is.

2.8

The bank was not disrupted

Nothing in the foregoing describes something that happened to the Commonwealth Bank of Australia.

The directive of 12 June 2026 controlled two named models. The provider states that access to all its other models was unaffected [D6.3], and the same proposition is pleaded in the litigation [D7.8]. The bank's customer facing service is stated to use a different model of the same provider, together with a model of another provider, through Amazon Bedrock [D2]. That model was not among those controlled.

So far as the public record discloses, the bank experienced no interruption to any service by reason of the directive.

That is stated plainly because the finding of this exposure depends on it being understood. The mechanism at 2.3 exists in terms that govern the bank's access. The mechanism at 2.4 was exercised. The intermediary did not insulate those it reached [2.5]. What determined whether a given institution was affected was none of those things. It was which model the directive happened to name.

The scope of the control also moved. The provider states that following approval by the United States government on 26 June 2026 it restored access to one of the two models for a set of United States organisations, and that it continues to coordinate with the government to expand access to a broader set of domestic and international partners [D6.15]. The relief extended to one model and not the other. An institution's access, having been suspended by a decision it was not party to, was restored by another decision it was not party to.

Contestable step CS9. No claim is made that the models on which the bank relies are likely to be controlled, or that the bank is more or less exposed than any other institution using the same providers. The record establishes that a mechanism exists and has operated once. It does not establish a probability, and this assessment offers none.

2.9

What this exposure does not claim

The following are stated so that no reader draws them by implication.

The bank has not been shown to have suffered any interruption to any service by reason of any export control directive. None is alleged [2.8].

No provider is alleged to have breached any obligation, acted improperly, or done anything other than comply with a directive addressed to it. The provider states that it complied while disagreeing [D6.21], and nothing in this exposure is a criticism of that conduct.

This assessment does not determine whether the directive of 12 June 2026 was lawfully made. That is undetermined litigation and no view is expressed [CS11, 2.7].

This assessment does not construe the terms examined at 2.3. It records what they say. Whether any provision of those terms would be effective or enforceable in any forum is not reached.

This assessment establishes nothing about the terms of the bank's direct arrangements with any model provider. No such terms are public [CS12].

This assessment establishes nothing about the bank's arrangement with OpenAI beyond the fact that the bank has stated one exists [D3, 2.1].

No claim is made that any model on which the bank relies is likely to be controlled, or that the bank is more exposed than any comparable institution [CS9].

Nothing in this exposure concerns disclosure of data. That is Exposure One, it arises under a different instrument, and the two must not be merged [CS10, 2.6].

2.R

Recommendation layer, Exposure Two

Author proposed. Not verified fact. Each recommendation cites the analysis that motivates it. None is directed at the Commonwealth Bank of Australia, which is not shown by this exposure to have failed any obligation.

Extension of R1 to R4

The recommendations at R1 to R4 of the Exposure One recommendation layer concern how the prudential framework treats the incorporation of a material service provider and how that fact is recorded. Nothing in them is specific to disclosure.

A provider of artificial intelligence models incorporated outside Australia presents the same fact as a provider of infrastructure incorporated outside Australia [2.2]. R4 in particular, which proposes that the material service provider register record the jurisdiction of incorporation of the contracting entity and its ultimate holding company, applies to model providers without amendment.

R1 to R4 are therefore proposed as extending to this exposure, not as requiring separate versions of themselves.

R6 · Test whether a foreign order can be expressed as a tolerance level

Motivated by 2.3, 2.4 and 2.8. CPS 230 requires an entity to establish, for each critical operation, tolerance levels for the maximum period of time it would tolerate a disruption, the maximum extent of data loss it would accept, and the minimum service levels it would maintain while operating under alternative arrangements [E11, para 37].

A tolerance level presumes a disruption with characteristics an entity can anticipate. The event at 2.4 had none of them. It arrived without notice, it was executed the same evening, its duration was set by a foreign government, and its scope changed by a second decision fourteen days later [D6.15]. No affected customer was party to any of it.

Proposed: that entities be required to consider, when setting tolerance levels for a critical operation dependent on a material service provider incorporated outside Australia, whether an interruption arising from an order of that provider's home government is capable of being expressed as a tolerance level, and to record the basis of

that consideration.

Contestable. It may be argued that a tolerance level is agnostic as to cause, and that the maximum period an entity would tolerate a disruption is the same figure whatever produced it. The counter is that tolerance levels exist to be met, and that an entity cannot plan to meet a figure when neither the duration nor the resolution is within reach of any party it contracts with.

R7 · Include foreign order scenarios in business continuity testing

Motivated by 2.4 and 2.5. CPS 230 requires that an entity's testing programme include a range of severe but plausible scenarios, including disruptions to services provided by material service providers and scenarios where contingency arrangements are required [E20, para 43].

The scenarios that phrase is ordinarily understood to cover are failures: outages, incidents, insolvency, degradation. The event at 2.4 was none of those. The provider did not fail. It complied with a lawful order addressed to it, and the effect reached every customer of the affected service worldwide, irrespective of contracting party or environment [2.5].

A scenario library built around provider failure does not contain this event.

Proposed: that severe but plausible scenarios for a material service provider incorporated outside Australia expressly include suspension or termination of service by order of a foreign government, and that testing address the position where the provider is complying rather than failing.

Contestable. Whether such a scenario is plausible for any given entity depends on the provider, the service and the jurisdiction, and this assessment offers no probability [CS9]. The proposal is that the scenario be considered, not that it be assumed.

Not recommended

No recommendation is directed at the Commonwealth Bank of Australia. This exposure does not establish that the bank has failed any obligation, and it establishes that the bank was not disrupted by the event described [2.8].

No recommendation that any provider be avoided, replaced or restricted. The mechanism described at 2.3 is a term of a commercial agreement, and the event at 2.4 was compliance by a provider with an order addressed to it. Neither supports a recommendation to divest.

No recommendation concerning the bank's investment in a provider. Its nature is not established [CS12] and no inference is drawn from its existence.

CS

Contestable steps

These name the steps at which a reasonable reader could disagree across both exposures. They are load-bearing, cited by number throughout, and are not softened.

CS1 · CORPORATE CONTROL.

The corporate structure is established from two regulators. What is not established by structure alone is whether a parent's ownership of a wholly owned foreign subsidiary places that subsidiary's customer data within the parent's possession, custody or control for the purposes of § 2713. That is a question of US law, unsettled, and not determined by this assessment.

CS2 · NO COMPULSION SHOWN.

Nothing in the record establishes that any US legal process has been directed at CBA data. The claim is structural reachability, not demonstrated access.

CS3 · SCOPE OF "100 PER CENT".

Sutherland's statement refers to the data platform. Whether it extends to all bank data in every system is not established.

CS4 · CONTINUITY IDENTIFIED, NOT ASSESSABLE.

Reduction of on premises footprint raises a continuity question distinct from the CLOUD Act question, and the two must not be merged. Continuity was identified, but the public record does not permit a finding: the bank's business continuity plan, exit arrangements and tolerance levels are internal documents that are not public and will not become public. It is therefore not assessed. It is not reserved or pending; there is no future date at which the public evidence would support a finding.

CS5 · HCLTECH.

Named as migration partner only. No claim of ongoing data processing is supported.

CS6 · STATUTORY DEFINITION, AND THE STRAIN IN THE ALTERNATIVE LIMB.

Section 2713 attaches to a provider of either electronic communication service or remote computing service. Remote computing service carries a "to the public" qualifier at 2711(2) [B6]; a single tenant negotiated arrangement with one institution is not obviously provision to the public, and that objection is well taken. Electronic communication service at 2510(15) carries no such qualifier [B10], but its application here is strained in two respects that the assessment concedes rather than resolves. First, the definition is the provision to users of the ability to send or receive wire or electronic communications; passive storage and compute are a poor fit for that description, and the characterisation is strongest for communication carrying services in the estate and weakest for the remainder. Second, a respondent may argue that the entity providing users the ability to send or receive communications is the bank itself, and that the provider supplies infrastructure to the bank one step removed. Whether the electronic communication service is the provider or the bank is unresolved and material.

CS7 · CONTRACT NOT SEEN.

The silence at C1 to C3 is a silence in the public assurance record, not in the executed agreement, which has not been seen. No inference may be drawn about contractual terms.

CS8 · FINANCIAL INSTITUTION EXCLUSION, AND ITS LIMIT.

18 USC 2510(12)(D) excludes from the definition of "electronic communication" electronic funds transfer information stored by a financial institution in a communications system used for the electronic storage and transfer of funds [B11]. The exclusion is narrow: it reaches only EFT information, and only such information held in a funds transfer system. It does not remove personal information, identity records, documents, analytics or model inputs and outputs from the chapter. Further, section 2713 reaches "any record or other information pertaining to a customer or subscriber" as well as the contents of communications [B14], and EFT information excluded from the communication limb may be recaptured by that limb. The assessment therefore cannot claim that all bank data is within reach, and equally cannot concede that a substantial proportion falls outside the chapter. Contestable and unresolved: a respondent may argue the existence of the (D) carve out signals an intention to keep funds transfer data outside the scheme notwithstanding the catch all.

CS9 · EXPOSURE TWO, NO DISRUPTION.

Only Fable 5 and Mythos 5 were controlled in June 2026; access to all other Anthropic models was unaffected [D6.3]. CommBiz Gen AI runs on Claude 3 [D2] and was not disrupted. Any Exposure Two claim must state this before advancing the structural finding.

CS10 · EXPOSURE TWO, AVAILABILITY NOT DISCLOSURE.

Anthropic does not have access to Customer Content under the Bedrock terms [D5.8]. The exposure at 2.6 is availability, not disclosure. It must not be merged with the § 2713 analysis.

CS11 · LIVE PROCEEDING.

The lawfulness of the June 2026 directive is the subject of undetermined litigation in the United States District Court for the District of Columbia. A hearing on preliminary relief was listed for no earlier than the week of 27 July 2026. Claims in the D7 series record allegations made in a pleading, not findings. The legal position may change, and any assessment relying on these claims should state the date to which it speaks.

CS12 · INVESTMENT AND CONTRACTUAL RELATIONSHIP NOT ESTABLISHED.

The bank states that it has made an investment in a model provider [D1]. Whether that investment is equity or another instrument is not publicly established, and the source states only investment and strategic investment. Whether the bank holds any direct contractual relationship with that provider, distinct from the terms applicable to access through the intermediary, is also not established. No inference is drawn from the existence of the investment.

CS13 · TERMS RECORDED, NOT CONSTRUED.

This assessment does not construe the terms. It records what they say. Whether an Australian customer would in practice have any remedy under a contract governed by California law, and whether the exclusion of liability at D5.4 would be effective in any given forum, are questions of law and of contract construction that this assessment does not reach and is not qualified to reach.

CS14 · INTERMEDIARY NOT NAMED IN D6.2.

D6.2 states that the models were disabled for all customers. It does not name the intermediary. The proposition that Bedrock customers were among those affected follows from the terms at D5.1, under which a party accessing models through that platform is a customer of the provider. A reasonable reader may contest that step. The pleaded instance at D7.5 and D7.6 corroborates it but is an allegation in undetermined litigation and is not relied on as proof.

CS15 · CONTEST, NOT INVALIDITY.

D6.7 to D6.11 are statements by named authors published by an institution that records that it does not take specific policy positions and that views expressed are those of the authors. They establish that the basis is contested by credible analysts. They do not establish that it is invalid, and this assessment does not assert that it is.

LM · LIMITATIONS OF THIS ASSESSMENT

This assessment is not legal advice. AustraliaOS Pty Ltd is not qualified to give legal advice and does not do so. No question of law is determined by it.

It alleges no wrongdoing by any party named in it, and no party is alleged to have breached any obligation, made any misrepresentation, or acted improperly.

It speaks as at 18 July 2026. Several matters it records were subject to change at that date, including undetermined litigation [CS11] and the scope of a control that had already been varied once [D6.15].

It concerns one institution on one public record. It establishes nothing about the position of any other institution.

What is not claimed in respect of the compellability exposure is set out at 1.6. What is not claimed in respect of the availability exposure is set out at 2.9. Both should be read.

EV

The evidentiary record

This assessment rests on a claim layer of 118 verified claims. All 118 are at evidence tier one — a primary source retrieved directly — with every source archived and hashed. The full claim layer, with every claim and its status, is published at the verification record; the source register is set out below. The claim layer is not free-standing and should be read with this document.

118

verified claims, all at evidence tier one • every source archived and hashed

Every source relied on, retrieved 18 July 2026, with its SHA-256, so provenance can be checked from this document alone.

Ref	Source	Retrieved	SHA-256
S1	CBA Newsroom, 'CommBank and AWS expand collaboration to deliver global best cloud and AI capabilities', 4 Feb 2025	2026-07-18 08:36:07Z	61d86d27f44a3e919d590004013bd801ed23ab0a2a50147612a0905cb3003016
S2	CBA Newsroom, 'CommBank accelerates AI integration with major data migration to cloud', 4 June 2025	2026-07-18 08:36:11Z	4bd92e17f5a13dd9ac7cab3487d2860000b82c91a8e26859743f450213d2e33f
S3	Amazon.com, Inc. FY2025 Form 10-K, Exhibit 21.1, filed 6 Feb 2026, period ended 31 Dec 2025	2026-07-18 08:36:22Z	970ff45f7c9d86f2548306c5c6bdab03c43788db532348158484c471adb434af

Ref	Source	Retrieved	SHA-256
S4	ASIC Current Company Extract, AMAZON WEB SERVICES AUSTRALIA PTY LTD, ACN 605 345 891, s1274A Corporations Act 2001	2026-07-18 08:36:22Z	69eda18e3696b3358db70013d20953749b36e81cc8e3611eb87bf2f589ea08a7
S5	18 U.S.C. § 2713 Required preservation and disclosure of communications and records — U.S. Code 2024 Edition, Office of the Law Revision Counsel / GPO official (Cornell LII retained as secondary check)	2026-07-18 09:11:01Z	3a242ef2c1ee7a061f44bfb8daf7952839a4c4f2763d586e4af7ab1d6f5b4f42
S6	18 U.S.C. § 2711 Definitions for chapter — U.S. Code 2024 Edition, OLRC / GPO official (Cornell LII retained as secondary check)	2026-07-18 09:11:01Z	8937cc8fd9c5b3e264379d0e852fa9e374d17645a569a83cc09a757f5d3aae82
S7	18 U.S.C. § 2510 Definitions — U.S. Code 2024 Edition, OLRC / GPO official (Cornell LII retained as secondary check)	2026-07-18 09:11:01Z	1797f9f58adaff71652cd240177b5e95613a962f664f788cb45388310050734e
S8	APRA, Prudential Standard CPS 230 Operational Risk Management, July 2026 clean text	2026-07-18 08:36:24Z	ed84ff3a62432559ba351aeb7cdd66bc62fb34d9366be67b3f7c5d11d1d968e9
S9	APRA, CPS 230 standard page including determination preamble	2026-07-18 08:36:13Z	b3acdba662856b23d67a7fe447a54e42e60f94f3cbc2deef1705343c8c5cc941
S10	APRA, CPG 230 Operational Risk Management, current version	2026-07-18 08:36:15Z	8375417c1b059fc1d5af1792c3fd51d8cab18341e4357faa09422a0e417a1a86
S11	APRA media release, 'APRA finalises targeted amendments to CPS 230 Operational Risk Management', 30 Apr 2026	2026-07-18 08:36:18Z	bff890d80bb6f9fd9c3a728b3495848883e42adaae7c533bc1839df804d5e878
S12	Anthropic on Bedrock Commercial Terms of Service, effective January 2024	2026-07-18 08:36:25Z	4b9b413733f10efbbfcd5521033d3bb60308a54f8bb6238d1245cb677e607b22

Ref	Source	Retrieved	SHA-256
S13	Anthropic, ‘Statement on the US government directive to suspend access to Fable 5 and Mythos 5’, 12 June 2026	2026-07-18 08:36:19Z	6b903d76c24e0e78f2666684eba98de0cdf16f442ae93ee52926980b26cc2576
S14	Anthropic, ‘Redeploying Claude Fable 5’, 30 June 2026	2026-07-18 08:36:25Z	9362ea86ad32b7b49969e91c8578949699c077573951ca1f9f69b56ecd152354
S15	Legislative instrument F2026L00475	2026-07-18 08:36:26Z	f735b5ec40bf4f5bdad7e4bc9dc1bb2a877ca365855649253d58f121d30f6561
S16	CBA Newsroom, ‘CommBank expands strategic partnership with generative AI company, Anthropic’, March 2025	2026-07-18 08:36:28Z	367228b4775b6f2f6f90fc59d991c534dc084e42ce9addbb38afb98a8d5a0f83
S17	CBA Newsroom, ‘CommBank ranks among world’s best banks for AI maturity’, Oct 2025 (OpenAI partnership)	2026-07-18 08:36:29Z	61db414ee94e8ccf8839a2d9f20cedb6441ddd58a0a0df776b48900dd6b87b44
S18	APRA, CPG 230 Operational Risk Management, June 2024 PDF (**superseded numbering, do not cite**)	18 Jul 2026	— superseded
S19	Koren, Kurland and Mehta, ‘The Department of Commerce Restricted Access to Anthropic’s Latest Models. What Comes Next?’, CSIS Critical Questions, 16 June 2026	2026-07-18 09:56:11Z	1293d84e3b7f0c2f428261bcfb56fa6f9f24b87ce480f3dcd4cae930e0f75b08
S20	Complaint, *Legion LegalTech, Corp. v. United States of America*, No. 1:26-cv-02225-RJL (D.D.C. filed 23 June 2026), 43pp	2026-07-18 09:56:11Z	fa38bd28607b933957adcabec678b405d10532ca98ee3a6e28991422d031f156
S21	Commerce Department letter, 26 June 2026. Not public. D6.15 is sourced to S14, Anthropic’s own statement.	–	— not public
S22	Delaware Division of Corporations, entity search, ANTHROPIC, PBC, File No. 4860621	2026-07-18 10:17:44Z	08253947d7d7103187423ef94550cdb0ee4f3634e66f684b297e0048268003a2

Ref	Source	Retrieved	SHA-256
S23	GLEIF LEI record, ANTHROPIC, PBC, LEI 984500B6DEB8CEBC4Z70	2026-07-18 09:56:11Z	a40fab8fd14c8b0c2e04ddbed479835f8a3691c842cf111394b757de6a23d574
S24	Delaware Division of Corporations, entity search, OPENAI GROUP PBC, File No. 10381551	2026-07-18 10:17:44Z	5ad3a6a2420240af8b8ec72130d002a6121a23d395755a6e82e164c7f7a24b39
S25	OpenAI, 'Our structure'	2026-07-18 10:13:42Z	33ecee0cfd9028e48c261ee831e63c13f368e6855c7cb534977fcf4e97173514
S26	CourtListener docket, *Legion LegalTech, Corp. v. United States of America*, 1:26-cv-02225 (D.D.C.)	2026-07-18 09:56:11Z	5670c63d8a77d584874b6f135b6d91801de51765c853a85393193b50fbba3cfa

Closing

Where the data physically rests was never the question. The question is who can lawfully compel the entity that holds it, and whether anyone independent has tested that for this arrangement.

Residency is not jurisdiction.

Brunel Al-Bijwaie

Director, AustraliaOS Pty Ltd

ABN 69 697 049 291 • Speaks as at 18 July 2026 • Attested 19 July 2026

I have read this assessment in full. I stand behind the analytical judgment it records, and I am contactable in respect of it.

End of document.