

G4S Custodial Services Pty Ltd
(ACN 050 069 255)

DEED OF CONFIDENTIALITY

This DEED OF CONFIDENTIALITY is made the day of

BETWEEN:

G4S CUSTODIAL SERVICES PTY LTD (ACN 050 069 255)
of Level 4, 441 St Kilda Road, Melbourne, Vic, 3004 (G4S)

-AND-

The Party or Parties named in Item 1 of the Schedule. ("the Recipient")

RECITALS

G4S has agreed to provide the Confidential Information in confidence to the Recipient for the purpose of and in connection with the purpose of disclosure specified in Item 2 of the Schedule, or for any other purpose as G4S in its absolute discretion thinks fit ("the Express Purpose") and the Recipient has agreed to maintain that confidence and not to use or disclose the Confidential Information except as provided in this Deed.

THE PARTIES NOW AGREE AS FOLLOWS

Definitions

1. In this Deed including the Recitals and the Schedules, unless the context otherwise requires:

"Deed" means this document and any annexure or schedule to it;

"Confidential Information" means any one or more of the following:

- (a) all information disclosed by G4S to the Recipient relating to its business, general operations and or processes; and or
- (b) any other commercially valuable information of G4S in whatever form including without limitation its trade secrets, ideas, know how, concepts, financial performance, Intellectual Property, details of any persons or companies who deal with G4S, agreements of any kind, reports, records; and or
- (c) any other documentation, knowledge, information or communications disclosed by G4S of any kind whatsoever in whatever form related to or connected with the business carried on by G4S;

"Intellectual Property" includes but is not limited to any copyright, design, patent, trademark, semiconductor or circuit layout rights (whether registered or unregistered), any trade, business, company or domain name, and any know how, inventions or processes of G4S and its business; and

"Schedule" means the Schedule to this Deed.

Interpretation

2. Reference to:

- (a) a document includes but is not limited to any computer program, circuit, circuit layout, plan, drawing specification, material, record and any other means by which the Confidential Information may be stored or reproduced;
- (b) "G4S" includes that company's employees, consultants, agents, contractors, subcontractors, successors, subsidiaries, permitted assigns or related bodies corporate as defined in section 50 of the Corporations Act;
- (c) the "Recipient" includes that party's employees, consultants, agents, contractors, subcontractors, successors, subsidiaries, permitted assigns or related bodies corporate as defined in section 50 of the Corporations Act;
- (d) any thing includes a part of that thing;
- (e) one gender includes the others;
- (f) words importing the singular include the plural and vice versa;

3. Headings are for convenience only and do not affect the interpretation of this Deed.

4. "Including" and similar expressions are not words of limitation.

Access

5. The Recipient acknowledges that it may be given access to the Confidential Information of G4S for the Express Purpose.

Confidentiality

- 6. The Recipient acknowledges that the Confidential Information is secret and confidential to G4S and covenants that it shall not use reproduce or permit the reproduction of any document or part thereof or other record which contains is based on or utilises the Confidential Information otherwise than for the Express Purpose or with the prior written consent of G4S.
- 7. If the Recipient is uncertain as to whether any information is Confidential Information the Recipient shall treat the information as if it is Confidential Information and not in the public domain unless and until G4S agrees in writing that the information is in the public domain.

8. The Recipient covenants that it shall keep the Confidential Information secure and protect it from any unauthorised use, disclosure, access, damage or destruction.

Cumulative Obligations

9. The Recipient acknowledges that provisions of this Deed shall not derogate from but shall be in addition to its obligations under the common law and in equity not to disclose the Confidential Information.

Ownership

10. The Recipient acknowledges that the Confidential Information shall at all times remain the sole property of G4S and that this Deed does not convey any interest of a proprietary or other nature in the Confidential Information to the Recipient or to any other person to whom the Recipient is entitled to disclose the Confidential Information under this Deed .
11. All Intellectual Property in the Confidential Information is owned by G4S notwithstanding any modification, alteration or consolidation of the Confidential Information by the Recipient.

Exclusions

12. The obligations of the Recipient under this Deed do not apply to any part of the Confidential Information which:
- (a) is in the public domain or subsequently comes into the public domain otherwise than in breach of this Deed PROVIDED THAT information will not be regarded as being in the public domain by reason only of the fact that some portion of the information is public or that information is publicly available;
 - (b) was provided to the Recipient by a third party (without any restrictions as to use or disclosure) whom the Recipient knows is legally entitled to possess the Confidential Information and provide it to the Recipient;
 - (c) was lawfully in the possession of the Recipient prior to disclosure by G4S,
 - (d) the Recipient is required to disclose by operation of law, the stock exchange, a judicial order or by a parliamentary or governmental agency;
 - (e) the Recipient has been authorised to disclose in writing by G4S; or

- (f) is disclosed by the Recipient to its professional advisers who have agreed to maintain the confidentiality of and to prevent the disclosure or use of the Confidential Information.

Permitted Disclosure

13. If the Recipient is permitted under this Deed to disclose any part of the Confidential Information it must disclose only the minimum Confidential Information necessary and must use its best endeavours to do anything necessary in order to prevent a breach of this Deed or any infringement of the respective rights of G4S arising out of this Deed by any person.

Duration of Confidentiality

14. The obligations of the Recipient under this Deed shall continue in force without limit in point of time notwithstanding that the Express Purpose the subject of this Deed may cease to continue.

Return of Confidential Information

15. The Recipient shall at the direction of G4S promptly return or destroy any and all documents and or copies of documents containing the Confidential Information or any part thereof howsoever embodied or recorded and must delete entirely and permanently all of the Confidential Information from every computer disk or electronic storage facility of any type .

Remedy for Disclosure

16. If there is any conduct or threatened conduct which is or will be a breach of this Deed , the Recipient acknowledges that damages may be inadequate compensation for such a breach and that G4S shall be entitled to apply to any court of competent jurisdiction for interim and permanent injunctive relief without showing or proving any actual damage sustained by G4S, which rights and remedies shall be cumulative and in addition to any other rights or remedies which G4S may be entitled at law or in equity.

Indemnity

17. The Recipient shall indemnify G4S against all costs, expenses, actions and claims incurred or suffered directly or indirectly by G4S as a result of any breach of this Deed by the Recipient.

No Waiver

18. Any failure on the part of G4S to enforce at any time any of the provisions of this Deed shall not be construed as a waiver of any of the rights of G4S under this Deed.

Severability

19. If any provision of this Deed is held illegal unenforceable or otherwise invalid, that provision or part shall be deemed to be severed from this Deed and the remainder of this Deed shall continue in effect.

Governing Law and Jurisdiction

20. This Deed is governed by the laws of Victoria, South Australia and Western Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, South Australia and Western Australia.

SCHEDULE

ITEM 1:

The Recipient

ITEM 2: PURPOSE OF DISCLOSURE

The purposes of and incidental to the Recipient's employment with G4S
as agreed between the parties and subject to the terms and conditions of
such an agreement.

EXECUTED by the parties as a **DEED**

**Executed for and on behalf of G4S CUSTODIAL SERVICES PTY LTD
(ACN 050 069 255) by:**

General Manager Human Resources

CATHERINE DICK

Print Name

**SIGNED sealed and delivered by the Recipient)
in the presence of)**

Witness signature

Print Name (block letters)

SCHEDULE 1. CONFIDENTIALITY DEED

THIS DEED POLL is made the day of 05 October 2012 in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Immigration and Citizenship (**the Department**)

BY Steven Kilburn (the **Confidant**)

RECITALS

A The Department and G4S Australia Pty Ltd (**Service Provider**) have entered into a Contract under which the Service Provider will provide the Services to the Department.

B. The performance of the Services requires access to information confidential to the Department.

C. The Confidant will be performing Services.

THE CONFIDANT DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1 All terms used in this Deed have the same meaning as is given to them in the Contract, and in particular, the following terms have the following meaning:

Contract means the Contract between the Department and the Service Provider for the provision of Services on Manus Island (PNG).

Department Confidential Information means information that:

- a. is by its nature confidential;
- b. is designated by the Department or any law as confidential; or
- c. the Confidant knows or ought to know is confidential;

and includes to the extent that it is confidential:

- d. information comprised in or relating to any Intellectual Property of the Department;
- e. information relating to contractors or suppliers to the Department; and
- f. information relating to Department Data,

but does not include information which:

- g. is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation; or

has been independently developed or acquired by the Confidant as established by written evidence.

Department Data means all data and information relating to the Department, and its operations, facilities, customers, clients, constituents, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed through the Services by or on behalf of the Department and any other data in relation to which the Services are provided.

Intellectual Property or **IP** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Services means the Services specified in the Contract.

2. NON DISCLOSURE

2.1. Subject to **clause 3** of this Deed, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.

3. RESTRICTION ON USE

3.1. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular the Confidant must not access, use, modify, disclose or retain any Personal Information the Confidant has acquired through the performance of the Services except for the purpose of performing the Services.

4. CRIMES ACT

4.1. The Confidant acknowledges that section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth".

4.2. The Confidant acknowledges that the publication or communication by the Confidant of any fact or document which has come to their knowledge or into their possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914*, punishment for which may include imprisonment.

5. DELIVERY UP OF DOCUMENTS

5.1. The Department may, at any time and without notice, demand, either orally or in writing, the delivery to the Department of all documents in the possession or control of the Confidant which contain Department Confidential Information.

6. CONFLICT OF INTEREST

6.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.

6.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.

7. SURVIVAL OF OBLIGATIONS

7.1. The obligations in this Deed are perpetual.

EXECUTED AS A DEED by

Steven Kilburn

in the presence of:

Signature of witness

Name and address of witness

SCHEDULE 2. DEED OF NON-DISCLOSURE PERSONAL INFORMATION

THIS DEED POLL is made the 05 day of October 2012

in favour of the COMMONWEALTH OF AUSTRALIA represented by the Department of Immigration and Citizenship (**the Department**)

BY Steven Kilburn (the **Confidant**)

1. The Confidant understands that in the course of performing duties in relation to a Contract between the Department and G4S Australia Pty Ltd (**Service Provider**) (**Contract**) for the services on Manus Island, the Confidant may have access to personal information, being information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion (**Personal Information**).
2. The Confidant acknowledges and agrees that it may not access, use, disclose, publish, communicate or retain, or otherwise deal with in any way, Personal Information except in the course of, and for the purpose of, performing its duties in relation to the Contract.
3. The Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Contract, to:
 - a. not do any act, or engage in any practice that would breach:
 - i. the Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Services Provider; or
 - ii. the Information Privacy Principles set out in the *Privacy Act 1988* (Cth) (**Privacy Act**) if done or engaged in by the Department;
 - b. implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the security, use and disclosure of information to which the Department is subject in respect of that Personal Information;
 - c. co-operate with any reasonable demands or enquiries made by the Commonwealth Privacy Commissioner;
 - d. not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
 - e. ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;
 - f. take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other

misuse and that only Service Provider Personnel have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;

- g. not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
 - h. inform any person, on his or her request, in writing of the content of any provision of the Contract that is inconsistent with an approved privacy code binding the Service Provider or a National Privacy Principle as set out in the Privacy Act, in accordance with the Service Provider's obligations under section 95C of the Privacy Act;
 - i. immediately to notify the Department when the Confidant becomes aware of a breach of any obligation concerning security, use and disclosure of such Personal Information relating by itself or any representative, employee or officer;
 - j. notify the Department of, and co-operate with the Department in the resolution of, any complaint alleging an interference with privacy;
 - k. give to any person, on his or her request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that Personal Information;
 - l. if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
 - m. upon written notice from the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
 - n. not adopt as its own identifier of a person an identifier that has been assigned by the Department, or use or disclose any such identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law; and if the Personal Information is sensitive information or health information, as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law.
4. The Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
- a. to the extent of any inconsistency with the National Privacy Principles in the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
 - b. to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law.
5. The Confidant acknowledges that failure by it to comply with the obligations under

the Privacy Act in accordance with paragraph 3 may result in the Service Provider or the Department taking action against the Confidant (including, without limitation, disciplinary action).

6. The Confidant acknowledges that any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing a Contract with the Commonwealth may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including imprisonment.
7. The Confidant acknowledges that:
 - a. section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth";
 - b. the publication or communication by the Confidant of any fact or document which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914* (Cth), punishment for which may include imprisonment; and
 - c. it is an offence under Division 137 of the *Criminal Code 1995* (Cth) to give false and misleading information to the Commonwealth or its officers or agents.
8. The Confidant agrees to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
9. The Confidant acknowledges and agrees that this Deed survives the termination or expiry of any contract providing for the performance of services by it (whether directly or indirectly) in relation to the Contract.
10. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this Deed.
11. Without limiting the rights of the Department to enforce this Deed, the Department may also enforce this Deed against the Confidant.

Executed as a Deed by

Steven Kilburn

in the presence of:

Signature of witness

Name and address of witness



G4S Australia Pty Ltd

A.B.N. 64 100 104 658
Level 4
441 St Kilda Road
Melbourne Vic 3004
PO Box 7190 St Kilda Road
Melbourne Vic 8004
Australia

Appendix 1 – Manus Confidentiality Obligations Summary

When you commenced your employment with G4S you executed:

1. an Employment Agreement;
2. a Deed of Confidentiality with G4S; and
3. a Deed of Confidentiality with the Commonwealth of Australia.

You also agreed to be bound by G4S's workplace policies and codes of conduct.

Specifically:

1. Clause 2.3 of the Code of Conduct specifies that you are required to maintain the confidentiality of G4S's affairs;
2. The G4S Business Ethics Policy provides at section 5.1 that you must not disclose confidential information to any third party during or after your employment;
3. The Deed of Confidentiality executed by you with G4S also requires that you not disclose any confidential information to third parties. Confidential information includes knowledge, information, or communications disclosed by G4S of any kind connected with the business carried on by G4S;

Your Confidentiality Deed with the Commonwealth of Australia requires you to keep confidential data and information relating to the Department, its operations, facilities, customers, clients, constituents, personnel, and assets programmes.

Regards

Darren Boyd
Regional Managing Director
G4S Southern Pacific

Email Steven Kilburn

From: "Payroll, Support Services"

Subject: Manus - media reporting and confidentiality obligations

Date: 2 May 2014 12:43:02 pm AEST

As you are aware, following the incidents on Manus Island on 16 and 17 February 2014, there have been numerous media stories in addition to the investigations and inquiries which are currently ongoing.

It has come to our attention that many current and former G4S staff are being contacted by the media who are attempting to solicit information from them, including confidential documents and other confidential information. I know that many of you have contacted HR to complain about this. I am also aware that some former G4S staff have provided interviews with the media in which confidential information has been disclosed.

When you receive these unsolicited approaches from the media it is very important that you remain aware of the confidentiality obligations that apply to you. We have attached them to this email in case you would like to review them.

I understand and share the frustration many of you feel with regard to the misinformation appearing in the media about the events on Manus and about G4S. However, it is not appropriate to attempt to address the situation by divulging confidential information to the media. If there are breaches of confidentiality obligations then G4S (and possibly the Commonwealth Government) may take appropriate steps to enforce those obligations.

We are fully aware at G4S that many of our staff acted with exceptional discipline and professionalism on the nights of 16 and 17 February and displayed determination and courage in protecting staff members and transferees from the violent events that took place. I have no doubt at all that the actions of these staff minimised the harm to staff and transferees and damage to the Centre itself, and yet there has been very little media coverage of this.

Be assured that G4S is and will continue to address this in the various reviews that have been established by the Australian and PNG governments to look into the events of 16 and 17 February. In particular we have made a full submission to the independent review by Robert Cornall AO that we understand is nearing completion. We have also been invited to make a full submission to the Senate Committee Inquiry now underway. These are the appropriate forums in which to address the allegations that are being made against us. I would expect these reviews to provide a full and balanced account of the events of 16 and 17 February and I ask you to be patient while they run their courses.

In the meantime, if you have any concerns about the media reporting about G4S or any impression that is given in the media about the events of 16 and 17 February that you consider to be incorrect then I invite you to contact our HR Director Catherine Dick (catherine.dick@au.g4s.com / 03 9864 4009) to discuss your views. Catherine can also provide you with further information in relation to our employee assistance program which has been

providing support to any staff who were involved in the events. Your contributions will be carefully considered and taken into account to ensure that the appropriate authorities are given a candid account of the activities of G4S and its staff on the night of 16 and 17 February 2014.

Again, I share your frustration regarding inaccurate reporting in the media and understand that you may have a desire to correct it. However, I reiterate again that you ought not do this by breaching confidentiality obligations but should instead speak to us in the first instance to ensure that any information you have is imparted in the appropriate manner to the authorities. Regrettably it has become apparent that some former employees have already breached their confidentiality obligations. Rest assured that steps are being taken to address this with the individuals concerned.

Regards

Darren Boyd

Regional Managing Director

G4S Southern Pacific