



## Form of Undertaking

All employees are required to read this Form of Undertaking and sign to confirm that they agree to be bound by it upon commencement of employment.

### **1 Confidentiality**

- 1.1 I recognise that in the course of my employment confidential information (as defined below) may be imparted to me and I also recognise that the interests and the standing of the Company and the Group and the goodwill which the Company and other Group Companies enjoy with their respective customers could be seriously adversely affected if I were to use or disclose such information otherwise than in the legitimate course of the Company's business. Accordingly, I hereby agree that I shall not at any time during the continuance of my employment by the Company or at any time after termination of such employment, directly or indirectly, make use of or disclose to any person, company, business entity or other organisation whatsoever any confidential information (as defined below) obtained by me during the course of my employment other than for the legitimate purposes of the business of the Company or a Group Company.
- 1.2 In this clause "confidential information" means any trade secrets or other information relating to or belonging to the business of the Company or any Group Company which the Company or a Group Company regards as confidential or in respect of which the Company or a Group Company owes an obligation of confidentiality to a third party and which is not readily ascertainable to persons not connected with the Company or any Group Company, either at all or without significant expenditure of labour, skill or money. Such information shall include without limitation information relating to business methods, procedures, operations, and dealings; information relating to management systems; corporate plans; financial information and plans; technical data; technical information relating to products and services; intellectual property; designs formulae and information relating to research activities; information relating to personnel matters and employees; information relating to the marketing or sales of any product or service (including sales targets and statistics); marketing surveys and plans; market research reports; information relating to sales techniques; price lists, pricing and discount structures and other pricing information; advertising and promotional material; information relating to maturing new business opportunities; the names, addresses, telephone numbers, contact names and identities of customers and potential customers and details of the requirements of such customers for any products or services and any other information not in the public domain relating to the business relationship between such customers and the Company or any Group Company or to the business operations of such customers.
- 1.3 I understand that the obligations contained in this clause do not apply:
- 1.3.1 To any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure (whether by me or a third party);
  - 1.3.2 to any act of mine in the proper performance of the duties of my employment;
  - 1.3.3 where the use or disclosure of information has been properly authorised by the Company;
  - 1.3.4 to any information which I am required to disclose by law.

### **2 Publicity**

I understand that only duly authorised employees are permitted to communicate with the media or the public concerning the business of the Company and, accordingly, I undertake that, unless I am properly authorised to do so, I will not at any time during the course of my employment make any statement (whether written or oral or in any other form) to the media or the public concerning the business or affairs of or purporting to be on behalf of the Company or any Group Company, nor will I accept any invitation to do so.

### **3 Use of Computers**

I understand that during the course of my employment I may become involved in the use of computer hardware and software and, accordingly, I undertake to comply with Group and Company policies relating to the use, abuse or misuse of computers and information technology.

### **4 Non-Competition**

I undertake that during the continuance of my employment by the Company I shall not engage in any other employment of any nature unless authorised in writing to do so by the Company, nor will I solely or jointly with any other person.

- 4.1 have any interest in or act as director, officer, consultant, partner or agent for any person, company, business entity or other organisation which is or shall be in competition with the Company or any Group Company; or
- 4.2 have any interest in, or hold any position as director, officer, consultant, partner or agent of any company, business entity or other organisation, if such interest or position impairs or might reasonably be thought by the Company to impair my ability to act in the best interests of the Company or requires or might reasonably be thought by the Company to require

me to disclose confidential information (as defined in clause 1.2 above) obtained by me during the course of my employment by the Company.

## 5 Non-solicitation of Customers.

- 5.1 In this clause the word “customers” shall mean any person, company, business entity or other organisation who, or which is or has been during the last 12 months of my employment a customer of, or in negotiations with, the Company in relation to the general type of business with which I have been concerned during my employment.
- 5.2 I undertake that I shall not at any time during my employment or during the period of 12 months immediately following the termination of my employment, howsoever occasioned, either on my own account or on behalf of any person, company, business entity or other organisation whatsoever, directly or indirectly, canvass or solicit or take away from the Company the business orders or custom (relating to the general type of business referred to in clause 5.1 above) of any customers, if
- 5.2.1 I have had dealings with that Customer during the last 12 months of my employment:
- Or
- 5.2.2 I have at any time during my employment come into possession of confidential information concerning the relationship between the Company and that Customer.
- 5.3 I undertake that I will not, without the written permission of the Company, at any time after the termination of my employment represent myself or permit myself to be held out by any person, company, business entity or other organisation as being in any way connected with or interested in the Company or any Group Company.
- 5.4 In sub-clause 5.1 and 5.2 above the words “Company” and “Group Company” shall have the meanings set out in clause 7 below, save that in the event of termination of my employment “Company” shall for the purpose of those sub-clauses only mean any Group Company by which I shall have been employed in the 12 months preceding termination.

## 6 Non-solicitation of Staff

I undertake that I shall not for a period of 12 months following the termination of my employment solicit or entice away or seek to entice away from the Company or any Group Company any person who is and was that the date of such termination employed by the Company or a Group Company as a director, senior manager or sales person and who is or has been engaged wholly or partly in any particular business of the Company (or any Group Company) with which I was directly concerned at any time during the last 12 months of my employment.

## 7 In agreeing to the foregoing undertakings, I acknowledge that the following definitions apply:-

“Group Company” means G4S plc and any company in which G4S plc has a direct or indirect interest of 50 per cent or more.

“Company” means not only the particular company by which I am or am to be employed but also each other Group Company by which I shall be or shall have been employed during the periods of my employment with the Group.

## 8 I acknowledge and agree that each provision of this undertaking is independent and severable from the remaining provisions and enforceable accordingly.

I hereby agree to be bound by the above terms.

Signed .....

Date .....