

## CONFIDENTIALITY DEED POLL

THIS DEED POLL is dated \_\_\_\_\_  
[day] [month] [year]

### PARTY:

<b>Name:</b>	_____
	<i>(Full name of individual person entering the deed poll, Deed Poll Party)</i>
<b>Identity (Group Member or Legally Authorised Person):</b>	_____
	<i>(State above if Group Member, OR, if acting on behalf of a Group Member state the authority to act on their behalf eg. under power of attorney, as lawyer, executor of estate)</i>
<b>Address:</b>	_____
<b>Email:</b>	_____
<b>Phone number:</b>	_____

### RECITALS:

- A. The Deed Poll Party wishes to access certain Confidential Information in relation to and for the purpose of considering the settlement of the Proceeding, which was approved by the Court on 19 December 2024.
- B. The Disclosing Party wishes to disclose certain Confidential Information to the Deed Poll Party (as either a Group Member or Legally Authorised Person as defined and after stating the capacity to act as above), and to limit the purposes for which the Confidential Information can be used and ensure that such information is protected and remains confidential.
- C. Accordingly, the Deed Poll Party gives the undertakings to the Disclosing Party by Deed Poll.

### OPERATIVE TERMS:

#### 1. Definitions and interpretation

1.1. In this Deed Poll and its recitals the following definitions apply:

**Confidential Information** means the Settlement Distribution Scheme and the information contained therein, including the Loss Assessment Formula, other than information in those documents that is in the public domain, being common knowledge, publicly known, public property, or well-known but not through any breach of confidentiality or unauthorised disclosure.

**Court** means Supreme Court of Victoria, being the court in which the Proceeding is being conducted.

**Deed Poll** means this deed poll.

**Deed Poll Party** means the person executing this Deed Poll as either a Group Member or Legally Authorised Person.

**Disclosing Party** or **We** means Phi Finney McDonald Pty Ltd, and also includes any persons appointed at any time as its agent in connection with the Proceeding.

**Group Member** or **Deed Poll Party** means the individual identified as the Group Member in the relevant section of this undertaking above.

**Legally Authorised Person** or **Deed Poll Party** means the individual who has identified themselves as a Legally Authorised Person in the Party section above and who by entering this Deed Poll declares and warrants that they are legally authorised to act on behalf of the Group Member and have identified that authorisation in the Party section above as one of the following:

- (a) lawyer for the Group Member; acting under power of attorney;
- (b) trustee of the estate of the Group Member;
- (c) administrator or trustee of the Group Member; or
- (d) other legally authorised person as agreed with the Disclosing Party prior to the Confidential Information being disclosed.

**Proceeding** means the class action proceeding (S ECI 2020 03351) commenced by Benjamin Hillman against Mayne Pharma Group Ltd (ACN 115 832 963) in the Court.

**Settlement Distribution Scheme** means the scheme document (as approved by the Court on 19 December 2024) that governs how compensation entitlements are to be calculated, and the process to distribute the Settlement Sum as efficiently as possible.

1.2. In this Deed Poll, except where the context otherwise requires:

- (a) a reference to any party means and includes a reference to that party or its successors or personal representatives (as the case may be) and transferees;
- (b) the word "person" also includes corporation, partnership, joint venture, firm and association;
- (c) where a word or phrase is defined, other grammatical forms of that word or phrase have corresponding meanings;
- (d) headings are for ease of reference only and do not affect interpretation;
- (e) no rule of construction applies to the disadvantage of the party that drafted this Deed Poll or any provision in it; and
- (f) the singular includes the plural and vice versa.

## **2. Use of Confidential Information**

For the benefit of the Disclosing the Party, by this Deed Poll, the Deed Poll Party undertakes:

- 2.1. Subject to this clause, the Deed Poll Party must strictly maintain the confidentiality of the Confidential Information.
- 2.2. The Deed Poll Party must not directly or indirectly make any use of Confidential Information save as for the purposes of considering the settlement of the Proceeding.

- 2.3. The Group Member must store and maintain Confidential Information securely and must not use Confidential Information in such a way that disseminates or risks dissemination of the Confidential Information directly or indirectly to any person, except as contemplated by this Deed Poll.
- 2.4. Despite clauses 2.1 to 2.3 inclusive, the Deed Poll Party is permitted to disclose Confidential Information:
- (a) to the extent required by law or to comply with a law, provided the Deed Poll Party first notifies the Disclosing Party of any requirement to disclose the Confidential Information before such disclosure provided it is legal to do so;
  - (b) to the Deed Poll Party's legal or financial advisors, or to the Group Member's officers, agents, or representatives, provided such disclosure is necessary for the purposes contemplated by the Deed Poll and only if such person has first executed and returned the Deed Poll to the Disclosing Party;
  - (c) for the purpose of filing a Notice of Objection pursuant to order 12 of Justice Watson's orders dated 22 August 2024, provided the Deed Poll Party first notifies the Disclosing Party of the intention to disclose Confidential Information two business days prior to filing the Notice of Objection; or
  - (d) with our express consent but only where given in writing and prior to any disclosure of Confidential Information.

### **3. Acknowledgements, Breach and Equitable Remedies**

- 3.1. The Deed Poll Party acknowledges that the Confidential Information is valuable and is confidential to the Disclosing Party and may contain legal professional privileged information that the Disclosing Party (and/or the parties to the Proceeding as relevant, including for example the Plaintiff and group members of the Proceeding if legal professional privileged information is disclosed to the Defendant) could be damaged by the release of the Confidential Information or any part of it in a manner that is prohibited by this Deed Poll or any relevant court order.
- 3.2. The Deed Poll Party acknowledges that if the Deed Poll Party breaches any of the obligations under this Deed Poll, damages may be an inadequate remedy for the Disclosing Party, and that the Disclosing Party may be entitled to seek an injunction or other relief (including equitable relief).

### **4. Jurisdiction**

- 4.1. This Deed Poll is governed by the laws in force in the state of Victoria, Australia.
- 4.2. The Deed Poll Party submits to the exclusive jurisdiction of the courts of Victoria, Australia.

### **5. Effect**

- 5.1. To the extent permitted by law, any undertaking or declaration given by this Deed Poll by a person being (or holding themselves out to be) an agent, officer, director, servant, or contractor of another gives the undertaking or declaration personally, and on behalf of that other person.

**6. Waiver**

6.1. No variation, modification or waiver of any provision of this Deed Poll nor consent to any departure by the Deed Poll Party from it is in any event of any force or effect unless it is confirmed in writing by us.

**IN WITNESS WHEREOF** this Deed Poll has been executed as a Deed Poll on the date set out below.

Executed as a Deed Poll

**SIGNED, SEALED, AND DELIVERED** on this day \_\_\_\_\_  
[day] [month] [year]

for and on behalf of the **Group Member** by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Witness Name)