

**CONTRACTOR CONFIDENTIALITY FORM**

TO: Tomago Aluminium Company Pty Limited

I,

of \_\_\_\_\_

in the State of New South Wales do solemnly and sincerely declare as follows:

as an employee of a company contracting to Tomago Aluminium Company Pty Limited (hereinafter called TAC), or as an independent contractor, acknowledge that during my employment, or period of work at TAC I may use or see confidential information including but not limited to:

- plans, specifications, design and operation of various elements of equipment or apparatus which relate to or form part of Tomago Aluminium Smelter (TAS)
- information about various chemical, electrolytic, alloying and related processes, techniques and formulae used in the operation of the TAS or any Rio Tinto Alcan Inc. smelter or any Rio Tinto Alcan Inc. related smelter or obtained from any Rio Tinto Alcan Inc. research centre
- information about the costs of operating the smelter
- personal information about employees of the smelter or applicants for employment at the smelter (including confidential information on assessment tests, reference checks, medical disclosures and other personal matters relating to employees or prospective employees)
- details of forms and/or procedural statements used in the Human Business Unit of the smelter
- and other information, all of which is called 'Confidential Information' for the purposes of this document

I acknowledge that TAC is an agent for the participants in an Unincorporated Joint Venture. I understand the participants of the Unincorporated Joint Venture may change from time to time such that the nature or identity of a participant may be different over the course of my employment. I acknowledge that any participant or associated entity of a participant, from time to time, may provide information or may receive information relating to the TAS or the TAC and such information is to be considered confidential information for the purposes of this document.

**DISCLOSURE OUTSIDE TAC**

I acknowledge that it is a condition of performing work at TAC, that, except as specifically provided hereunder, I do not disclose and / or copy such confidential information by any means whatsoever to any person without the prior written consent of TAC.

I agree to keep all confidential information in safe custody and I will not remove any written confidential information and/or TAC forms from TAC's premises, or the place where it is being used unless it is essential for the proper performance of my duties. Should I remove any written confidential information from TAC premises, or the place where it is being used, it is my responsibility to take all reasonable steps to ensure that the confidential information remains in safe custody.

**CONTRACTOR CONFIDENTIALITY FORM****INVENTIONS/ IMPROVEMENTS**

I agree to inform TAC of all inventions, improvements, discoveries or results or research which I accomplish whilst performing work at TAC, and for six months afterwards, which are related to any TAC products, work, business, process, apparatus, equipment or article. I agree that all such inventions, improvements, discoveries and results of research shall be the exclusive property of TAC.

I shall at any time during or after performing work at TAC, freely sign and deliver all papers and do anything else which may be required in order to make sure that TAC, or anyone nominated by TAC in writing, benefits from my work at TAC by giving them, at no additional cost, my entire right, title and interest in and to all such inventions, improvements, discoveries and results of research.

Provided that TAC shall bear all out-of-pocket expenses including legal fees, reasonably incurred by me in the performance of my obligations under this paragraph, I shall upon request of TAC or anyone nominated by TAC, do whatever is needed to make patent applications anywhere in the world with respect to my inventions, improvements, discoveries and results of research as well as with the issue, re-issue, continuation or renewal of any relevant patents or patent application and to assist in the prosecution or defence of any action in which the legality of any such inventions, improvements, discoveries or results of research is challenged.

I further agree that I will not, unless so requested by TAC, either during or after performing work at TAC, apply for any patents or any inventions, improvements, discoveries or results of research covered by this agreement.

**CONTRACTOR CONFIDENTIALITY FORM****DURATION OF OBLIGATION**

I agree that my obligations under this document to TAC shall continue for ten (10) year period after the date my employment with TAC ceases.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: ..... o .....  
[place] n [date]

.....  
[signature of declarant]

in the presence of an authorised witness, who states:

I, ..... , a .....  
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [*\* please cross out any text that does not apply*]

1. \*I saw the face of the person OR \*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and

2. \*I have known the person for at least 12 months OR \*I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was

.....  
[describe identification document relied on]

.....  
[signature of authorised witness]

.....  
[date]