

DEFERRED PROSECUTION AGREEMENT

G4S Care & Justice Services (UK) Limited ("G4S C&J"), by its undersigned representatives, and the Director of the Serious Fraud Office (the "SFO") enter into this Deferred Prosecution Agreement (the "Agreement"). This Agreement comes into force on the day when the Court makes a declaration pursuant to Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013.

The terms and conditions of this Agreement are as follows:

The Indictment and Acceptance of Responsibility

1. G4S C&J agrees that the SFO will prefer an Indictment numbered U20201392 ("the Indictment").
2. G4S C&J agrees that the Statement of Facts is true and accurate to the best of its knowledge and belief.
3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, G4S C&J agrees that it will not contest the admissibility of, nor contradict, the Statement of Facts in any such proceedings, including a guilty plea and sentencing. The Statement of Facts will be treated as an admission by G4S C&J of the facts stated therein under Section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against G4S C&J for the alleged offences contained in the Indictment.

Term of the Agreement

4. This Agreement is effective for a period beginning on the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 and ending three years from that date on the 17 day of July 2023 (the "Term").

Deferred Prosecution

5. In consideration of:
 - (i) G4S C&J's:
 - a. prompt disclosure in 2014 of the material described in paragraph 9 of the Statement of Facts, and
 - b. past co-operation as described in paragraph 10 of the Statement of Facts and future co-operation as described in part A below, and

- c. lack of a history of similar conduct involving prior criminal, civil or regulatory enforcement actions, and
 - d. agreeing in 2014 to pay the UK's Ministry of Justice ("MoJ") £121,268,715, which included £22,115,505, representing a 50% share of "[u]nanticipated cost efficiencies" experienced by G4S C&J but not disclosed to the MoJ over the life of the three contracts for electronic monitoring services G4S C&J serviced for the MoJ from 2005 to 2014; and
 - e. payment of a financial penalty in the amount of £38,513,277; and
 - f. payment of the SFO's reasonable investigation costs; and
- (ii) G4S plc's:
- a. provision of the Undertaking included as Attachment A to this Agreement, which guarantees the corporate renewal measures described in Section F below.
 - b. significant remediation following the conduct described in the Statement of Facts, including:
 - i. Making substantial changes to its senior management, including but not limited to its Chief Financial Officer; and
 - ii. Subjecting itself to external review and examination in order to assess the quality of its corporate renewal plan and the success of certain aspects of its internal controls; and
 - iii. Undertaking a number of changes to strengthen assurance activities, operating practices, controls, policies, and procedures throughout its operations in order to ensure they are proportionate, risk-based, and regularly reviewed; and
 - c. agreement, at its own expense, to complete the actions required in part F below.
- (iii) The Cabinet Office's determination that, subject to this Agreement being approved, it would be appropriate for government departments to continue with business as usual on current contracts with G4S plc and with new procurements where G4S plc is or may be a bidder.

The SFO agrees that, subject to the Court's approval of the Agreement, the Indictment should on being preferred immediately be suspended for the Term of the Agreement.

6. The SFO further agrees that if G4S C&J fully complies with all its obligations under this Agreement or the Agreement as varied with approval of the Court, the SFO will not continue the prosecution against G4S C&J upon the Indictment. At the conclusion of the Term the Agreement will expire, and within 30 days of this Agreement's expiry the SFO will give notice to the Court and to G4S C&J that the proceedings under the Indictment are to be discontinued.
7. After the expiry of the Agreement the SFO may institute fresh proceedings if the SFO believes that during the course of negotiations for the Agreement G4S C&J or its affiliates provided inaccurate, misleading or incomplete information to the SFO and G4S C&J or its affiliates knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

Scope of Agreement

8. This Agreement brings to a close the SFO's investigation into the conduct of G4S C&J and all G4S plc companies; the SFO is taking no further action against G4S C&J or any other G4S plc companies in respect of the matters reported by them, although this position may change if further information comes to light.
9. This Agreement does not provide any protection against prosecution of G4S C&J or any other G4S plc companies for conduct disclosed by G4S C&J but not included in the Indictment, conduct not disclosed by G4S C&J prior to the date on which the Agreement comes into force, or for any future criminal conduct committed by G4S C&J or any other G4S plc companies.
10. This Agreement does not provide any protection against prosecution of any present or former officer, director, employee or agent of G4S C&J or of any other G4S plc companies.

Terms

A. Co-operation

11. Unless released from the obligation to do so by the SFO, G4S C&J shall retain in England and Wales for the Term of the Agreement all material gathered as part of its internal investigation, as well as all material gathered in the course of the SFO's investigation leading to this Agreement, for the Term of the Agreement. To the extent any such material is not physically stored, but is merely accessible in England and Wales, G4S C&J may

comply with this obligation by retaining access to such material in England and Wales.
This provision does not amend or derogate from Sections 2 (16) and (17) of the Criminal Justice Act 1987 nor any other statutory or common law obligation.

12. G4S C&J shall cooperate fully and honestly with any and all SFO pre-investigations, investigations and prosecutions during the Term of this Agreement, subject to applicable law and regulations.
13. At the request of the SFO, G4S C&J shall also cooperate fully and honestly during the Term of this Agreement with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any of its present or former officers, directors, employees, agents, and consultants, or any third party, in any and all matters relating to the conduct which is the subject of the Indictment and described in the Statement of Facts, subject to applicable laws and regulations.
14. G4S C&J agrees that its cooperation pursuant to paragraphs 12 and 13 shall include, but not be limited to, the following:
 - a. disclosure to the SFO, and, as directed by the SFO, to any other agency or authority, domestic or foreign, of all information and material in its possession, custody or control which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, in respect of its activities and those of its present and former directors, employees, agents, consultants, contractors and sub-contractors, and any other third parties; and
 - b. use of its best efforts to make available for interview, as requested by the SFO, present or former officers, directors, employees, agents, and consultants of G4S C&J.
15. Nothing in paragraphs 11 through 14 is intended to:
 - a. derogate from G4S C&J's legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in other fora or jurisdictions relating to the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraph 46 below; or
 - b. preclude application to the court for a variation to the terms of this Agreement – including the content of the Statement of Facts – pursuant to applicable laws and regulations.

16. During the Term of the Agreement, should any member of G4S C&J's Board of Directors learn of any evidence or allegation of conduct by itself, its parent company, or another of its affiliates, or by its past, present, or future officers, directors, employees, or agents which (1) any member of G4S C&J's Board of Directors reasonably believes constitutes serious or complex fraud, as that term is used in the SFO's Statement of Principle, and (2) any member of G4S C&J's Board of Directors reasonably believes would satisfy the SFO's criteria for case acceptance set forth therein, G4S C&J shall promptly report such evidence or allegation to the SFO, provided there would be no prohibition from doing so pursuant to law or regulation and provided such information is not protected by a valid claim to legal professional privilege.

B. Compensation

17. The SFO and G4S C&J agree that £21,396,265 is the approximate amount of compensation owed to the MoJ as a result of the offences alleged in the Indictment.
18. The SFO and G4S C&J further agree that G4S C&J's 2014 payment of £22,115,505, as described in paragraph 5(i)(d) above, shall be credited against that compensation amount, and that therefore no additional compensation for the offences alleged in the Indictment shall be sought from G4S C&J or paid by G4S C&J to the MoJ.
19. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher compensation amount.

C. Disgorgement of Profits

20. The SFO and G4S C&J agree that £21,396,265 is also the approximate amount of profit unlawfully obtained or retained by G4S C&J as a result of the offences alleged in the Indictment.
21. The SFO and G4S C&J further agree that G4S C&J's 2014 payment of £22,115,505, as described in paragraph 5(i)(d) above, shall be credited against that disgorgement amount, and that therefore no additional disgorgement based on the offences alleged in the Indictment shall be sought from or paid by G4S C&J.
22. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher disgorgement amount.

D. Payment of a Financial Penalty

23. The SFO and G4S C&J agree that G4S C&J will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of £38,513,277. G4S C&J

will pay the financial penalty within 30 days of the Court's declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 and, subject to paragraph 24 below, failure to do so will constitute a breach of this Agreement. The payment of the financial penalty is final and shall not be refunded

24. At the sole discretion of the SFO late payment of the financial penalty by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of financial penalty unpaid.
25. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher financial penalty.
26. G4S C&J agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of this financial penalty.

E. Costs

27. The SFO and G4S C&J agree that G4S C&J will pay the reasonable costs of the SFO's investigation and of entering into this Agreement in the amount of £5,952,711 to the SFO. G4S C&J will pay this sum to the SFO within 30 days of the Court's declaration under Schedule 17 Sections 8(1) and (3) of the Crime and Courts Act 2013 and, subject to paragraph 28 below, failure to do so will constitute a breach of this Agreement. The payment of costs is final and shall not be refunded.
28. At the sole discretion of the SFO late payment of the SFO's costs by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of costs unpaid.
29. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher costs order.
30. G4S C&J acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this costs payment.

F. Corporate Compliance

31. G4S C&J recognises that it retains responsibility in law for identifying, assessing and addressing risks arising from its business.
32. Since identifying the matters set out in the Statement of Facts, G4S C&J's ultimate parent entity, G4S plc, has implemented and will continue to implement a programme of corporate renewal designed to enhance its ability to prevent and detect violations of, amongst other

things, the Fraud Act 2006, the Theft Act 1968, the Bribery Act 2010, and other applicable fraud and anti-corruption laws in a proportionate and risk-based manner throughout its operations, including those of G4S C&J. Among other things, G4S plc has:

- a. Made significant personnel changes, including by the removal and departure of individuals involved in offending and under whose oversight offending occurred and appointment of new leadership and management personnel;
- b. Created a Board Risk Committee – separate from G4S plc's Audit Committee – to provide risk-related oversight of G4S plc's most significant contracts and most material investment and commercial decisions;
- c. Changed reporting lines for regional CFOs, legal counsel, and internal auditors to ensure they report along functional, rather than business lines (*i.e.* directly to the Group CFO, Group General Counsel, and Group Internal Audit, respectively, rather than to regional and/or business leadership);
- d. Revised and expanded the remit of its Group Internal Audit function, and transitioned Group Internal Audit's approach to audit planning from a cyclical to a risk-based one;
- e. Modified criteria and risk thresholds dictating which contracts require Group-level (and Board) approval so as to ensure a more risk-based approach to such approval requirements; and
- f. Introduced a "Contract 360 Review" process with respect to UK Government contracts, to improve the oversight of management of such contracts by conducting assurance testing.

33. The SFO acknowledges that in connection with G4S plc's implementation of a programme of corporate renewal:

- a. in 2013, Grant Thornton UK LLP ("Grant Thornton") was retained by HM Treasury to conduct a review of G4S plc's implementation of its corporate renewal programme, and that in the course of that engagement, Grant Thornton prepared two reports for HM Treasury: one in April 2014 and one in November 2014;
- b. in February 2020, G4S plc obtained an "External Quality Assessment Report" of its Group Internal Audit function from the Chartered Institute of Internal Auditors ("CIIA");

- c. in April 2020, G4S plc obtained a "360° Benchmark" report on its whistleblowing arrangements from Protect; and
 - d. G4S plc and G4S C&J have been engaged with the Cabinet Office on the topic of corporate renewal, as part of which G4S plc and G4S C&J have been subjected to significant Cabinet Office scrutiny that has included review of documents, audits of contracts, and evaluation of G4S plc's corporate renewal efforts. The Cabinet Office intends to continue monitoring G4S plc's corporate renewal through their Standard Supplier Management Relationship Processes in order to ensure G4S plc's continuing suitability as a government supplier.
34. Notwithstanding paragraphs 32 and 33 above, G4S C&J in this Agreement and G4S plc in the Undertaking accompanying this Agreement agree that:
- a. They shall continue to regularly review and, where necessary and appropriate, adopt new or modify existing controls, policies, and procedures in order (a) to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) to effectively prevent and detect violations of the Fraud Act 2006, the Theft Act 1968, the Bribery Act 2010, and other applicable fraud and anti-corruption laws throughout their operations; and
 - b. Not later than 31 March 2021, G4S plc shall create and fill a Group-level Head of Internal Audit and Compliance role to better centralise responsibility for compliance matters at Group level. G4S plc further agrees in the Undertaking accompanying this Agreement to ensure that the occupant of this new role will at all times:
 - i. be someone whom G4S plc's Board of Directors is satisfied has appropriate experience and qualifications for their roles and responsibilities;
 - ii. be provided with resources – staffing, funding, and otherwise – which G4S plc's Board of Directors is satisfied are sufficient to enable the occupant of this new role effectively to assess, document, analyse, and act on the results of G4S plc's Group-wide compliance-related efforts; and
 - iii. report functionally to the Chair of G4S plc's Audit Committee and administratively to G4S plc's Chief Financial Officer.
35. G4S C&J in this Agreement and G4S plc in the Undertaking accompanying this Agreement further agree at their own expense to:

- a. Not later than four weeks after the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013, provide the SFO with the details of three candidate individuals or entities to conduct the further reviews of G4S plc's and G4S C&J's corporate renewal that are described below. Such details shall include the candidates' relevant qualifications, specialist knowledge and experience, any associations the candidates have or have had with G4S plc, G4S C&J, and/or their associated companies and/or persons or any named companies or persons that feature in the Statement of Facts, and the estimated costs of the review. G4S plc and G4S C&J should in providing these details to the SFO indicate G4S plc's and G4S C&J's preferred candidate (the "Proposed Nominee"), with reasons for that preference. The Proposed Nominee will only be appointed to conduct the further reviews of G4S plc's and G4S C&J's corporate renewal that are described below if the SFO approves the Proposed Nominee to do so.
- b. The SFO shall not unreasonably withhold its approval of the Proposed Nominee, but should the SFO consider the Proposed Nominee to have a conflict of interest, to lack the requisite experience and authority, and/or to be otherwise inappropriate or unsuited to conduct the further reviews of G4S plc's and G4S C&J's corporate renewal that are described below, the SFO may reject the Proposed Nominee and request that G4S plc and G4S C&J identify a new Proposed Nominee from the remaining candidate individuals or entities G4S plc and G4S C&J provided pursuant to paragraph 35(a). Should the SFO in its sole discretion consider that none of the remaining candidate individuals or entities G4S plc and G4S C&J provided pursuant to paragraph 35(a) is appropriate, the SFO may require G4S plc and G4S C&J to submit three new candidate individuals or entities for consideration, and the process described in paragraph 35(a) shall recommence.
- c. By 31 December 2020, obtain from the selected candidate (the "Reviewer"), a review and report ("Reviewer's First Report") which shall be provided to the SFO and shall at a minimum include the following:
 - i. The Reviewer's assessments of G4S C&J's internal controls, policies, and procedures (as well as, insofar as they apply or are otherwise relevant to G4S C&J's internal controls, policies, and procedures, any controls, policies, and procedures of G4S plc) including:
 - 1. the extent to which G4S plc and G4S C&J have addressed the issues identified in Grant Thornton's November 2014 report;

2. the extent to which G4S plc and G4S C&J have addressed the issues identified in CIIA's February 2020 External Quality Assessment Report;
3. the extent to which G4S plc and G4S C&J have addressed the issues identified in Protect's April 2020 "360° Benchmark" Report; and
4. the extent to which G4S C&J's (and, insofar as they apply or are otherwise relevant to G4S C&J, G4S plc's) internal controls, policies, and procedures:
 - a. are proportionate, risk-based, and regularly reviewed;
 - b. achieve the objectives described in paragraph 34(a) above;
 - c. comport with the Bribery Act 2010 Guidance published by the Ministry of Justice in 2011 ("Bribery Act 2010 Guidance"; available at <http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf>); and
 - d. comport with Section 7.21 of the Deferred Prosecution Agreements Code of Practice ("DPA Code"; available at https://www.cps.gov.uk/sites/default/files/documents/publications/dpa_cop.pdf).

The criteria in (a)–(d) above are collectively referred to hereinafter as "the Compliance Objectives."

ii. The Reviewer's identification of:

1. any improvements to G4S C&J's controls, policies, and/or procedures (as well as, insofar as they apply or are otherwise relevant to G4S C&J's internal controls, policies, and/or procedures, any controls, policies, and/or procedures of G4S plc) that will reduce the risk of future recurrence of the conduct described in the Statement of Facts;
2. any additional steps G4S plc and/or G4S C&J should undertake to fully achieve the Corporate Renewal objectives identified in Grant

Thornton's November 2014 report, the CIIA's February 2020 External Quality Assessment Report, and/or Protect's April 2020 "360° Benchmark" report; and

3. any additional steps G4S C&J (and G4S plc, insofar as its internal controls, policies, and procedures apply or are otherwise relevant to G4S C&J's internal controls, policies, and procedures) should undertake to ensure its internal controls, policies, and procedures meet and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.

In identifying improvements and additional steps as described above, the Reviewer shall differentiate between "requirements" and "recommendations," with "requirements" referring to those improvements and/or additional steps that are necessary in order for G4S plc's and/or G4S C&J's controls, policies, and procedures to meet the criteria in paragraph XX(b)(ii) above, and "recommendations" referring to those improvements and/or additional steps that, while not necessary to meet those criteria, would nevertheless be desirable enhancements to G4S plc's and/or G4S C&J's controls, policies, and procedures.

- iii. The Reviewer's identification of any materials or other information to which the Reviewer requested access from G4S plc and/or G4S C&J, but to which G4S plc and/or G4S C&J failed to provide access.
- d. Within three months of obtaining the Reviewer's First Report, produce to the SFO a written plan ("First Implementation Plan"), reviewed and certified by G4S plc's and G4S C&J's Boards of Directors and Group Director of Risk and Audit, to implement improvements in response to the Reviewer's First Report. At a minimum, this plan shall explain any failures the Reviewer identifies pursuant to paragraph 35(c)(iii) above, and shall also:
- i. identify what specific improvements G4S plc and/or G4S C&J intend to undertake in response to the Reviewer's First Report and the date by when such improvements will be completed (with all such steps to be completed not later than six months before the end date of this Agreement identified in paragraph 4 above); and
 - ii. to the extent G4S plc and/or G4S C&J do not intend to undertake any of the requirements or recommendations identified in the Reviewer's First

Report, explain why G4S plc and/or G4S C&J do not intend to undertake them. At the sole discretion of the SFO, any refusal by G4S plc and/or G4S C&J to undertake requirements identified in the Reviewer's First Report will not constitute a breach of this Agreement if G4S plc and/or G4S C&J satisfy the SFO that despite that refusal, G4S C&J (and, to the extent relevant to G4S C&J's doing so, G4S plc) can meet and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.

- e. At the conclusion of each of the two nine-month intervals after G4S plc and G4S C&J provide the First Implementation Plan – that is, on or around 31 December 2021 and again on or around 30 September 2022 – produce to the SFO a written report, reviewed and certified by G4S plc's and G4S C&J's Boards of Directors, and Group Head of Internal Audit and Compliance that shall describe G4S plc's and G4S C&J's progress on the First Implementation Plan. At the request of the SFO, G4S plc and G4S C&J shall also provide an in-person presentation by the Head of Internal Audit and Compliance (and such other G4S plc and/or G4S C&J personnel as the SFO may request) regarding the written report and G4S plc's and G4S C&J's progress on the First Implementation Plan.
- f. Not later than four months before the end date of this Agreement identified in paragraph 4 above, provide the SFO with a second report from the Reviewer ("Reviewer's Second Report") which shall at a minimum:
 - i. Assess the extent to which
 - 1. G4S plc and G4S C&J:
 - a. have successfully addressed issues identified in the reports described in paragraphs 33(a)–(c) above;
 - b. have successfully implemented the requirements and recommendations identified in the Reviewer's First Report; and
 - c. have undertaken the specific improvements set forth in the First Implementation Plan.
 - 2. G4S C&J's internal controls, policies, and procedures (and insofar as they apply or are otherwise relevant to G4S C&J's internal controls, any controls, policies, and procedures of G4S plc) meet

and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.

- ii. Identify any materials or other information to which the Reviewer requested access from G4S plc and/or G4S C&J, but to which G4S plc and/or G4S C&J failed to provide access; and
- iii. Identify:
 - 1. any further improvements to G4S C&J's controls, policies, and/or procedures (and insofar as they apply or are otherwise relevant to G4S C&J's internal controls, policies, and procedures, any controls, policies, and procedures of G4S plc) that will reduce the risk of future recurrence of the conduct described in the Statement of Facts;
 - 2. any additional steps G4S plc and/or G4S C&J should undertake to fully achieve the Corporate Renewal objectives identified in Grant Thornton's November 2014 report, the CIIA's February 2020 External Quality Assessment Report, and/or Protect's April 2020 "360° Benchmark" report;
 - 3. any additional steps G4S C&J (as well as G4S plc, insofar as its controls, policies, and procedures apply or are otherwise relevant to G4S C&J's internal controls) should undertake to ensure their internal controls, policies, and procedures meet and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.

In identifying improvements and additional steps as described above, the Reviewer shall again differentiate between "requirements" and "recommendations," as explained in paragraph 35(c)(ii) above.

- iv. Identify any materials or other information to which the Reviewer requested access from G4S plc and/or G4S C&J, but to which G4S plc and/or G4S C&J failed to provide access.
- g. At the sole discretion of the SFO, any failures by G4S plc and/or G4S C&J that are reported by the Reviewer to timely progress or complete improvements set forth in the First Implementation Plan will not constitute a breach of this Agreement if

within three weeks of obtaining the Reviewer's Second Report G4S plc and/or G4S C&J satisfy the SFO either that

- i. further time for implementation of those improvements should be provided; or
 - ii. G4S plc and G4S C&J have determined not to undertake or complete such improvements, but nevertheless, G4S C&J (and, to the extent relevant to G4S C&J doing so, G4S plc) can meet and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.
 - h. Not later than two months before the end date of this Agreement identified in paragraph 4 above, produce to the SFO a written plan ("Second Implementation Plan"), reviewed and certified by G4S plc's and G4S C&J's Boards of Directors, and Group Head of Internal Audit and Compliance to implement improvements in response to the Reviewer's Second Report. At a minimum, this plan shall explain any failures identified in the Reviewer's Second Report, and shall also:
 - i. identify what specific improvements G4S plc and/or G4S C&J intend to undertake in response to the Reviewer's Second Report and the date by when such improvements will be completed; and
 - ii. to the extent G4S plc and/or G4S C&J do not intend to undertake any of the requirements or recommendations identified in the Reviewer's Second Report, explain why G4S plc and/or G4S C&J do not intend to undertake them. At the sole discretion of the SFO, any refusal by G4S plc and/or G4S C&J to undertake requirements identified in the Reviewer's Second Report will not constitute a breach of this Agreement if G4S plc and/or G4S C&J satisfy the SFO that despite that refusal, G4S C&J (and, to the extent relevant to G4S C&J doing so, G4S plc) can meet and achieve the Compliance Objectives described in paragraph 35(c)(i)(4)(a)–(d) above.
36. G4S plc and G4S C&J shall permit the Reviewer and its employees access to any material they reasonably request in order to collect the information they will need to complete the work commissioned of them pursuant to this Agreement.
37. G4S plc and G4S C&J shall ensure that the terms of the Reviewer's engagement require the Reviewer to report to the Boards of Directors of G4S plc and G4S C&J any evidence or allegation the Reviewer discovers of conduct by G4S C&J, G4S plc, or another of their affiliates, or by their past, present, or future officers, directors, employees, or agents which appears to constitute serious or complex fraud, bribery, corruption, or any other criminal

activity. Should any member of G4S C&J's Board of Directors (1) reasonably believe such evidence or allegation constitutes serious or complex fraud, as that term is used in the SFO's Statement of Principle, and (2) reasonably believe such evidence or allegation would satisfy the SFO's criteria for case acceptance set forth therein, G4S C&J shall promptly report such evidence or allegation to the SFO, provided there would be no prohibition from doing so pursuant to law or regulation and provided such information is not protected by a valid claim to legal professional privilege.

38. G4S plc and G4S C&J shall permit the Reviewer and its employees to co-operate generally with the SFO as requested by the SFO. Further to this obligation, G4S plc and G4S C&J agree that:

- a. At the request of the SFO, G4S plc and G4S C&J shall arrange for the reports produced by the Reviewer to be accompanied by an in-person presentation by the Reviewer summarizing the findings of the Reviewer's reports; and
- b. At the request of the SFO, G4S plc and G4S C&J shall use their best efforts to make available the individuals responsible for preparing the Reviewer's reports to answer any questions the SFO may have regarding those reports.

39. G4S C&J acknowledges and agrees that it is jointly responsible with G4S plc for the obligations described above, and that G4S plc's agreement in the Undertaking at Attachment A to undertake them jointly with G4S C&J does not absolve G4S C&J of any of G4S C&J's obligations under the Agreement. G4S C&J further acknowledges and agrees that if, during the Term of the Agreement, the SFO believes that G4S C&J has failed to comply with any of those obligations, whether because of a failure of G4S plc to comply with the obligations to which it agreed in the Undertaking attached to this Agreement or otherwise, the SFO may proceed as described in paragraph 43 and 44 of the Agreement.

40. The reports and plans described in paragraphs 35(c)–(h) are likely to include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the SFO determines in its sole discretion that disclosure would be in furtherance of the SFO's discharge of its duties and responsibilities or is otherwise required by law.

41. The resignation or incapacity of the Reviewer to complete the tasks described in paragraphs 35, 37, and 38 shall not relieve G4S C&J or G4S plc of their obligations to ensure they are completed. If the Reviewer resigns or is otherwise unable to complete the tasks described in paragraphs 35, 37, and 38, G4S plc and/or G4S C&J shall immediately notify the SFO, and as soon as possible, and in any event within twenty-one (21) days of such notification nominate a replacement for the Reviewer, accompanying such nomination with the information described in paragraph 35(a). The replacement nominated by G4S plc and G4S C&J must be approved by the SFO.
42. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. Nothing in this paragraph is intended to (i) derogate from G4S C&J's legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraph 46 below, or (ii) preclude application to the court for a variation to the terms of this Agreement – including the content of the Statement of Facts – pursuant to applicable laws and regulations.

Breach of the Agreement

43. If, during the Term of this Agreement, the SFO believes that G4S C&J has failed to comply with any of the terms of this Agreement, the SFO may make a breach application to the Court. In the event that the Court terminates the Agreement the SFO may make an application for the lifting of the suspension of the Indictment associated with the DPA and thereby reinstitute criminal proceedings.
44. In the event that the SFO believes that G4S C&J has failed to comply with any of the terms of this Agreement, the SFO agrees to provide G4S C&J with written notice of such alleged failure prior to commencing proceedings resulting from such failure. G4S C&J shall, within fourteen (14) days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the alleged failure, as well as any actions G4S C&J has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court.

Sale or merger

45. G4S C&J agrees that in the event that, during the Term of this Agreement, it sells, merges or transfers all or substantially all of its business operations as they exist at the date of this Agreement, whether such sale is an asset sale, merger or transfer it shall include in any contract for sale, merger or transfer a provision binding the purchaser or successor to the obligations described in this Agreement.

Public statements

46. G4S C&J agrees that it shall not make, and it shall not authorise its present or future lawyers, officers, directors, employees, agents or shareholders, or any other person authorised to speak on G4S C&J's behalf to make any public statement contradicting the matters described in the Statement of Facts. If the SFO determines that a public statement by any such person contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify G4S C&J, and G4S C&J may avoid the SFO applying to the Court seeking a finding that G4S C&J has breached the Agreement by publicly repudiating such statement(s) within five business days after notification. Nothing in this paragraph is intended to derogate from G4S C&J's legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in other fora or jurisdictions, provided such defences, claims, and requests do not contradict, in whole or in part, a statement contained in the Statement of Facts, or to preclude application to the court for a variation to the terms of this Agreement and/or the content of the Statement of Facts pursuant to applicable laws and regulations. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of G4S C&J in the course of any criminal, civil, or regulatory proceedings instituted against or by the said individual, unless such individual is speaking on behalf of G4S C&J.
47. G4S C&J agrees that if a press release or any other public statement is issued in connection with this Agreement, G4S C&J shall first consult with the SFO to determine (a) whether the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO and G4S C&J, and (b) whether the SFO has any objection to the release. This paragraph does not apply to any non-public disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall remain subject to the terms of paragraph 46 above.
48. If G4S C&J believes law or regulation requires a press release or any other public statement to be issued in connection with this Agreement on a timetable that precludes it from complying with paragraph 47 above, G4S C&J shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement

as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which G4S C&J believed required such a press release or public statement to be issued without complying with paragraph 47 above.

Warranty

49. G4S C&J warrants that:

- i. the information provided to the prosecutor throughout the DPA negotiations and upon which the DPA is based does not knowingly contain inaccurate, misleading or incomplete information relevant to the conduct G4S C&J has disclosed to the SFO.
- ii. it will notify the SFO and provide where requested any documentation or other material that it becomes aware of whilst this Agreement is in force which it knows or suspects would have been relevant to the offences particularised in the Indictment.

50. G4S C&J agrees to its legal advisors (Freshfields Bruckhaus Deringer LLP) providing a warranty in the same terms as paragraph 49 above.

Limitations on Binding Effect of Agreement

51. This Agreement is binding on G4S C&J and the SFO, but specifically does not bind any other component of the UK Government or any other authorities.

Complete Agreement

52. This Agreement sets forth all the terms of the agreement between G4S C&J and the SFO. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of G4S C&J, and where required under the Deferred Prosecution Agreements Code of Practice, approved by the Court.

Consent

Agreed

For G4S Care & Justice Services (UK) Limited:



Name: G.M. NIENABER

Position: DIRECTOR

Dated 13th day of July 2020

For the Serious Fraud Office:



Name: Lisa Osofsky

Position: Director

Dated 14th day of July 2020