

## CONFIDENTIAL APPENDIX E

### RING FENCING PROTOCOLS

#### PROTOCOLS FOR JETSTAR GROUP EXECUTIVES IN DEALINGS WITH AN OFFICER OR EMPLOYEE OF JETSTAR JAPAN APPOINTED BY JAL

##### Background

1. The Executives undertake to implement and comply with the following ring fencing protocols (**Protocols**).
2. For the purposes of the Protocols:
  - (a) “**Confidential Material**” means any information or documents relating to network, scheduling, pricing, marketing, purchasing, customer service and resourcing decisions;
  - (b) the “**Executives**” are the persons listed in **Schedule A** to the Protocols and include the Chief Executive Officers of the Jetstar joint venture airlines; and
  - (c) “**JAL Representative**” is an officer or employee of Jetstar Japan who has been appointed by Japan Airlines (**JAL**).

##### Obligations of Executives

3. The Executives will not provide to the JAL Representative the Confidential Material of:
  - (a) Vietnam Airlines, China Eastern Airlines or any other local partner airline which becomes a shareholder in a future Jetstar joint venture airline;
  - (b) Qantas; and/or
  - (c) the Jetstar Group except in the following circumstances:
    - (i) where the Confidential Material relates to Jetstar Japan; or
    - (ii) where the Confidential Material relates to overlapping or potentially overlapping routes between Jetstar Japan, another Jetstar Group airline and JAL,except:
  - (d) if the information comes into the public domain otherwise than by disclosure by the Executives; or
  - (e) to comply with any law, any legally-binding order of a court, government, government authority or the listing rules of any relevant recognised Stock Exchange.
4. Information will be considered to be in the public domain if, for example, it has been discussed in a public forum, is the subject of a media announcement or is published on a website.
5. To the extent that the Executives inadvertently provide a JAL Representative with Confidential Material in breach of clause 3, the Executives will take all necessary steps to ensure that the JAL Representative:
  - (a) immediately returns, deletes or destroys such documents or information and confirms in writing that they have done so; and
  - (b) does not use the information for any purpose.

6. Where information in a document contains Confidential Material that is the subject of the restrictions in clause 3, the Executives must mark the document (and all drafts of it) with '*Commercially Sensitive Information, Circulation Restricted to [insert names]*'.
7. The Executives will take all necessary steps to ensure that each of their team members:
  - (a) understands and complies with the obligations imposed by the Protocols;
  - (b) has appropriate and regular training in respect of compliance with the Protocols; and
  - (c) reports to the Executives any breach of the Protocols.
8. All hardcopy files that contain Confidential Material that is the subject of the restrictions in clause 3 will be secured and stored separately and the Executives will not provide the JAL Representative with access to any relevant files.
9. Any electronic document or file that contains Confidential Material that is the subject of the restrictions in clause 3 will be appropriately password protected. The Executives will not provide the JAL Representative with any relevant passwords.

**Compliance reporting**

10. Jetstar Airways will arrange for periodic reports to be prepared relating to each Executive's compliance with the Protocols.

**Breach of the Protocols**

11. A breach of the Protocols by an Executive will be referred to and dealt with by Jetstar Airways' Legal Officer.

**Variation of Protocols**

12. Jetstar Airways may vary the Protocols at any time.
13. If Jetstar Airways varies the Protocols, written notice of the variation must be provided to the Executives within 3 days of the variation being made.
14. A variation of the Protocols takes effect 3 days after written notice has been provided to the Executive about the variation.

**Training**

15. A training program will be implemented by Jetstar Airways for the Executives to ensure they understand the obligations imposed by the Protocols.

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**SCHEDULE A**

**LIST OF EXECUTIVES**

1. All members of the Jetstar Executive Team.
2. Any other person identified by Jetstar Airways' Legal Officer from time to time.

**PROTOCOLS FOR JESTAR GROUP EXECUTIVES IN DEALINGS WITH AN OFFICER OR EMPLOYEE OF JETSTAR PACIFIC APPOINTED BY VIETNAM AIRLINES**

**Background**

1. The Executives undertake to implement and comply with the following ring fencing protocols (**Protocols**).
2. For the purposes of the Protocols:
  - (a) “**Confidential Material**” means any information or documents relating to network, scheduling, pricing, marketing, purchasing, customer service and resourcing decisions;
  - (b) the “**Executives**” are the persons listed in **Schedule A** to the Protocols and include the Chief Executive Officers of the Jetstar joint venture airlines; and
  - (c) “**Vietnam Airlines Representative**” is an officer or employee of Jetstar Pacific who has been appointed by Vietnam Airlines.

**Obligations of Executives**

3. The Executives will not provide to the Vietnam Airlines Representative the Confidential Material of:
  - (a) JAL, China Eastern Airlines or any other local partner airline which becomes a shareholder in a future Jetstar joint venture airline;
  - (b) Qantas; and/or
  - (c) the Jetstar Group except in the following circumstances:
    - (i) where the Confidential Material relates to Jetstar Pacific; or
    - (ii) where the Confidential Material relates to overlapping or potentially overlapping routes between Jetstar Pacific, another Jetstar Group airline and Vietnam Airlines,except:
  - (d) if the information comes into the public domain otherwise than by disclosure by the Executives; or
  - (e) to comply with any law, any legally-binding order of a court, government, government authority or the listing rules of any relevant recognised Stock Exchange.
4. Information will be considered to be in the public domain if, for example, it has been discussed in a public forum, is the subject of a media announcement or is published on a website.
5. To the extent that the Executives inadvertently provide a Vietnam Airlines Representative with Confidential Material in breach of clause 3, the Executives will take all necessary steps to ensure that the Vietnam Airlines Representative:
  - (a) immediately returns, deletes or destroys such documents or information and confirms in writing that they have done so; and
  - (b) does not use the information for any purpose.

6. Where information in a document contains Confidential Material that is the subject of the restrictions in clause 3, the Executives must mark the document (and all drafts of it) with '*Commercially Sensitive Information, Circulation Restricted to [insert names]*'.
7. The Executives will take all necessary steps to ensure that each of their team members:
  - (a) understands and complies with the obligations imposed by the Protocols;
  - (b) has appropriate and regular training in respect of compliance with the Protocols; and
  - (c) reports to the Executives any breach of the Protocols.
8. All hardcopy files that contain Confidential Material that is the subject of the restrictions in clause 3 will be secured and stored separately and the Executives will not provide the Vietnam Airlines Representative with access to any relevant files.
9. Any electronic document or file that contains Confidential Material that is the subject of the restrictions in clause 3 will be appropriately password protected. The Executives will not provide the Vietnam Airlines Representative with any relevant passwords.

**Compliance reporting**

10. Jetstar Airways will arrange for periodic reports to be prepared relating to each Executive's compliance with the Protocols.

**Breach of the Protocols**

11. A breach of the Protocols by an Executive will be referred to and dealt with by Jetstar Airways' Legal Officer.

**Variation of Protocols**

12. Jetstar Airways may vary the Protocols at any time.
13. If Jetstar Airways varies the Protocols, written notice of the variation must be provided to the Executives within 3 days of the variation being made.
14. A variation of the Protocols takes effect 3 days after written notice has been provided to the Executive about the variation.

**Training**

15. A training program will be implemented by Jetstar Airways for the Executives to ensure they understand the obligations imposed by the Protocols.

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**SCHEDULE A**  
**LIST OF EXECUTIVES**

1. All members of the Jetstar Executive Team.
2. Any other person identified by Jetstar Airways' Legal Officer from time to time.

## **PROTOCOLS FOR JESTAR GROUP EXECUTIVES IN DEALINGS WITH AN OFFICER OR EMPLOYEE OF JETSTAR HONG KONG APPOINTED BY CHINA EASTERN AIRLINES**

### **Background**

1. The Executives undertake to implement and comply with the following ring fencing protocols (**Protocols**).
2. For the purposes of the Protocols:
  - (a) “**Confidential Material**” means any information or documents relating to network, scheduling, pricing, marketing, purchasing, customer service and resourcing decisions;
  - (b) the “**Executives**” are the persons listed in **Schedule A** to the Protocols and include the Chief Executive Officers of the Jetstar joint venture airlines; and
  - (c) “**China Eastern Airlines Representative**” is an officer or employee of Jetstar Hong Kong who has been appointed by China Eastern Airlines.

### **Obligations of Executives**

3. The Executives will not provide to the China Eastern Airlines Representative the Confidential Material of:
  - (a) Vietnam Airlines, JAL or any other local partner airline which becomes a shareholder in a future Jetstar joint venture airline;
  - (b) Qantas; and/or
  - (c) the Jetstar Group except in the following circumstances:
    - (iii) where the Confidential Material relates to Jetstar Hong Kong; or
    - (iv) where the Confidential Material relates to overlapping or potentially overlapping routes between Jetstar Hong Kong, another Jetstar Group airline and China Eastern Airlines,

except:

  - (d) if the information comes into the public domain otherwise than by disclosure by the Executives; or
  - (e) to comply with any law, any legally-binding order of a court, government, government authority or the listing rules of any relevant recognised Stock Exchange.
4. Information will be considered to be in the public domain if, for example, it has been discussed in a public forum, is the subject of a media announcement or is published on a website.
5. To the extent that the Executives inadvertently provide a China Eastern Airlines Representative with Confidential Material in breach of clause 3, the Executives will take all necessary steps to ensure that the China Eastern Airlines Representative:
  - (a) immediately returns, deletes or destroys such documents or information and confirms in writing that they have done so; and
  - (b) does not use the information for any purpose.

6. Where information in a document contains Confidential Material that is the subject of the restrictions in clause 3, the Executives must mark the document (and all drafts of it) with '*Commercially Sensitive Information, Circulation Restricted to [insert names]*'.
7. The Executives will take all necessary steps to ensure that each of their team members:
  - (a) understands and complies with the obligations imposed by the Protocols;
  - (b) has appropriate and regular training in respect of compliance with the Protocols; and
  - (c) reports to the Executives any breach of the Protocols.
8. All hardcopy files that contain Confidential Material that is the subject of the restrictions in clause 3 will be secured and stored separately and the Executives will not provide the China Eastern Airlines Representative with access to any relevant files.
9. Any electronic document or file that contains Confidential Material that is the subject of the restrictions in clause 3 will be appropriately password protected. The Executives will not provide the China Eastern Airlines Representative with any relevant passwords.

**Compliance reporting**

10. Jetstar Airways will arrange for periodic reports to be prepared relating to each Executive's compliance with the Protocols.

**Breach of the Protocols**

11. A breach of the Protocols by an Executive will be referred to and dealt with by Jetstar Airways' Legal Officer.

**Variation of Protocols**

12. Jetstar Airways may vary the Protocols at any time.
13. If Jetstar Airways varies the Protocols, written notice of the variation must be provided to the Executives within 3 days of the variation being made.
14. A variation of the Protocols takes effect 3 days after written notice has been provided to the Executive about the variation.

**Training**

15. A training program will be implemented by Jetstar Airways for the Executives to ensure they understand the obligations imposed by the Protocols.

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**SCHEDULE A**

**LIST OF EXECUTIVES**

1. All members of the Jetstar Executive Team.
2. Any other person identified by Jetstar Airways' Legal Officer from time to time.