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# CAPRICORN MUTUAL LIMITED

## WHISTLEBLOWER POLICY

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**Note to Members and Preferred Suppliers:**

This policy is not applicable to concerns relating to personal work-related grievances, unless your concern also involves a [disclosable matter](#).

If you are a Capricorn Mutual Member or Supplier and have a concern that is not covered by this policy, please contact Capricorn Mutual via the listed phone number on the [capricornmutual.com](http://capricornmutual.com) website.

For more details of what can be reported under this policy, see paragraph 5.

**Policy Owner: CML ARCC**  
**Business Unit: CML**  
**Last Approved: 10 February 2022**  
**Approval Level: Board**

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## 1. AIM

1.1 The Company is committed to transparency and to building an environment in which people feel free to raise legitimate issues relating to the Company's operations. The aim of this policy is to help deter wrongdoing relating to the Company's operations, by encouraging disclosure of wrongdoing and ensuring that anyone who makes a disclosure can do so safely, securely and with confidence that they will be protected and supported.

## 2. PURPOSE

2.1 The [Corporations Act 2001](#) (Cth) and the [Taxation Administration Act 1953](#) (Cth) provide for protections for whistleblowers (**Whistleblower Protection Scheme**).

2.2 The purpose of this policy is to set out information relating to the [Whistleblower Protection Scheme](#), including information about:

- (a) the types of disclosures that qualify for protection;
- (b) the protections available to whistleblowers;
- (c) who disclosures can be made to and how they can be made;
- (d) how the Company will support whistleblowers and protect them from detriment;
- (e) how the Company will investigate disclosures;
- (f) how the Company will ensure fair treatment of employees who are the subject of or are mentioned in disclosures; and
- (g) how this policy is to be made available to officers and employees of the Company.

2.3 The Company means Capricorn Mutual Limited ABN 24 104 601 194, which will perform the obligations under this policy applying to each member company in the corporate group.

2.4 For the Company's related bodies corporate overseas, including CML NZ Limited and Capricorn (Isle of Man) Limited, this policy needs to be read subject to any applicable overseas legislation. This policy also applies to Capricorn Risk Services Pty Ltd (CRS) and Capricorn Mutual Management Pty Ltd (CMM) in their respective roles as outsourced managers of the Company (**Managers**) and their officers and employees.

2.5 Some disclosures under this policy will pertain to employees of and contractors to the Managers. On behalf of the Company, the Whistleblower Protection Officer (see paragraph 6.2) may appoint the Managers and their parent company Capricorn Society Limited (**CSL**) to handle and investigate such disclosures under the CSL whistleblower policy to ensure the fair treatment of employees and contractors who are mentioned in disclosures that qualify for protection or to whom such disclosures relate. This policy

and the CSL whistleblower policy are substantially the same. The WPO will only permit the Managers and CSL to handle and investigate any disclosure made originally to the Company if it has received adequate assurances from the Managers and CSL that they will:

- (a) not cause the Company to breach its obligations under whistleblower legislation;
- (b) to the extent permitted by law and with sufficient detail to ensure that the Managers, CSL and the Company meet their respective legal obligations, keep the Company informed about the disclosure and its management of that disclosure including the progress and result of any investigation; and
- (c) provide the same protections to an eligible whistleblower as is provided in this policy.

### **3. SCOPE OF THE WHISTLEBLOWER PROTECTION SCHEME**

*What disclosures are protected?*

3.1 A disclosure will 'qualify' for protection under the [Whistleblower Protection Scheme](#) if:

- (a) it is a disclosure by an '[eligible whistleblower](#)' (see paragraph 4) to:
  - (i) Australian Securities and Investments Commission (ASIC), Australian Prudential Regulation Authority (APRA), the Commissioner of Taxation (in relation to tax matters), a prescribed Commonwealth authority or a legal practitioner (to obtain legal advice or legal representation about the operation of the [Whistleblower Protection Scheme](#)); or
  - (ii) an 'eligible recipient' (see paragraph 6); and
- (b) the [eligible whistleblower](#) has 'reasonable grounds' to 'suspect' that the disclosed information concerns a disclosable matter (see paragraph 5).

3.2 Public interest and emergency disclosures also qualify for protection – see paragraphs 6.5 and 6.6.

### **4. WHO IS AN 'ELIGIBLE WHISTLEBLOWER'?**

4.1 The following persons are capable of being '[eligible whistleblowers](#)':

- (a) an officer or employee of the Company (including, but not limited to employees who are permanent, part-time, fixed-term or temporary);
- (b) an individual who is an associate of the Company (meaning a director or secretary of the Company, as well as the Company's related bodies corporate and their directors and secretaries); and

- (c) an individual who supplies goods or services to the Company (whether paid or unpaid) or an employee of a supplier (which may include, among others, contractors, consultants and service providers and employees of CRS or CMM).
- 4.2 An ['eligible whistleblower'](#) also includes an individual who previously held any of the above positions or functions or who is a relative of the individuals set out above or a dependant of one of those individuals or of the spouse of such an individual.

## 5. WHAT INFORMATION WILL BE A DISCLOSABLE MATTER?

*What is a 'disclosable matter'?*

- 5.1 A disclosable matter is information that:
- (a) concerns misconduct or an improper state of affairs or circumstances in relation to the Company or one of its related bodies corporate; or
  - (b) indicates the Company, a related body corporate or one of its or their officers or employees has engaged in conduct that:
    - (i) constitutes an offence against, or a contravention of, the:
      - (A) [Corporations Act 2001](#) (Cth);
      - (B) [Australian Securities and Investments Commission Act 2001](#) (Cth);
      - (C) [Banking Act 1959](#);
      - (D) [Financial Sector \(Collection of Data\) Act 2001](#);
      - (E) [Insurance Act 1973](#);
      - (F) [Life Insurance Act 1995](#);
      - (G) [National Consumer Credit Protection Act 2009](#);
      - (H) [Superannuation Industry \(Supervision\) Act 1993](#);
      - (I) and any instrument made under these Acts;
    - (ii) constitutes an offence against any other law of the Commonwealth punishable by imprisonment for 12 months or more; or
    - (iii) represents a danger to the public or the financial system.
- 5.2 The misconduct or an improper state of affairs can also be in respect of tax affairs.
- 5.3 Disclosable matters do not necessarily involve a contravention of a law. For example, *'misconduct or an improper state of affairs or circumstances'* could involve conduct that, whilst not unlawful, indicates a systemic issue of

concern that the relevant regulator should know about to properly perform its functions. It may also relate to business behaviour and practices that may cause consumer harm. Also, information that indicates a significant risk to public safety or the stability of, or confidence in, the financial system is a disclosable matter, even if it does not involve a breach of a particular law.

5.4 Further examples of disclosable matters include:

- (a) illegal conduct, such as theft, dealing in, or use of illicit drugs, violence or threatened violence, and criminal damage against property;
- (b) fraud, money laundering or misappropriation of funds;
- (c) offering or accepting a bribe;
- (d) conduct which may cause financial or non-financial loss to the Company or its members or be otherwise detrimental to the interests of the Company or its members;
- (e) failure to comply with, or breach of, legal or regulatory requirements; and
- (f) engaging in or threatening to engage in detrimental conduct against a person who has made a disclosure or is believed or suspected to have made, or be planning to make, a disclosure.

5.5 An [eligible whistleblower](#) who makes a disclosure must have 'reasonable grounds to suspect' the information to qualify for protection. This means that even if a disclosure turns out to be incorrect, the protections will still apply, provided the [eligible whistleblower](#) had 'reasonable grounds to suspect'.

5.6 Disclosures that are not about a disclosable matter are not covered by this policy and do not qualify for protection under the [Whistleblower Protection Scheme](#). However, such disclosures may be protected under other legislation, such as the [Fair Work Act 2009](#) (Cth), for example, personal work-related grievances (see paragraph 5.9 below).

#### *Deliberate false reports not tolerated*

5.7 The Company will treat all reports of disclosable matters seriously and endeavour to protect anyone who raises concerns in line with this policy. An [eligible whistleblower](#) can still qualify for protection under this policy where their disclosure turns out to be incorrect.

5.8 However, deliberate false or vexatious reports will not be tolerated. Anyone found making a deliberate false claim or report will be subject to disciplinary action, which could include dismissal.

#### *Personal work-related grievances*

5.9 A disclosure does not qualify for protection under the [Whistleblower Protection Scheme](#) to the extent that the information disclosed:

- (a) concerns a personal work-related grievance of the [eligible whistleblower](#); and
- (b) does not concern a contravention, or an alleged contravention of the detriment provisions referred to in paragraph 8.15 of this policy.

5.10 A disclosure is a 'personal work-related grievance' if:

- (a) the information concerns a grievance about a matter relating to the [eligible whistleblower](#)'s employment, or former employment, having (or tending to have) implications for the [eligible whistleblower](#) personally; and
- (b) the information:
  - (i) does not have significant implications for the Company, or another regulated entity, that do not relate to the [eligible whistleblower](#); and
  - (ii) does not concern conduct, or alleged conduct, referred to in paragraph 5.1(b)(i), 5.1(b)(ii), or 5.1(b)(iii) of this policy.

5.11 However, a personal work-related grievance may still qualify for protection if:

- (a) it relates to a disclosable matter and a personal work related grievance (i.e., it is a mixed disclosure); or
- (b) the [eligible whistleblower](#) seeks legal advice or legal representation about the operation of the whistleblower protections under the Corporations Act.

5.12 Examples of personal work-related grievances include:

- (a) an interpersonal conflict between the [eligible whistleblower](#) and another employee;
- (b) a decision relating to the engagement, transfer or promotion of the [eligible whistleblower](#);
- (c) a decision relating to the terms and conditions of engagement of the [eligible whistleblower](#); or
- (d) a decision to suspend or terminate the employment of the discloser, or otherwise to discipline the [eligible whistleblower](#).

5.13 Disclosures about personal work-related grievances should be raised under the employer's existing grievance policy.

5.14 While some matters such as personal work-related grievances and workplace health and safety issues may not qualify for protection under this policy:

- (a) widespread instances of bullying or harassment may indicate an environment where other misconduct is occurring; and

- (b) workplace health and safety issues may qualify as emergency disclosures if there is a substantial and imminent danger to the health or safety of a person.

An [eligible whistleblower who is unsure of whether a disclosure qualifies for protection is encouraged to discuss the matter with an eligible recipient as set out in the following section.](#)

## 6. WHO CAN RECEIVE A DISCLOSURE?

- 6.1 For the protections under the [Whistleblower Protection Scheme](#) to apply, a disclosure must be made directly to an 'eligible recipient'. An [eligible whistleblower](#)'s disclosure qualifies for protection from the time it is made to an eligible recipient, regardless of whether the [eligible whistleblower](#) or the eligible recipient recognises that the disclosure qualifies for protection at that time.

- 6.2 The Company encourages that disclosures be made via Your Call Whistleblowing Solutions hotline (Provider) using the following details:

- *Website*      <https://www.yourcall.com.au/report>  
24/7
- *Telephone*    (+61) 1300 790 228  
9am and 12am (midnight), recognised business days, AEST  
11am and 2am, NZST

Online reports can be made via the website address listed above. You will be required to enter the Company unique identifier code (CML).

The Provider is an independent whistleblowing service that has been engaged to act as an eligible recipient to enable disclosures to be made anonymously, confidentially and either during or outside of business hours, while enabling [eligible whistleblowers](#) to receive updates while retaining their anonymity and the Company to obtain additional information.

Alternatively, an [eligible whistleblower who wishes to disclose a matter to the Company directly can report it to the Whistleblower Protection Officer \(WPO\), using the following details:](#)

Chairman CML

chair@capricornmutual.coop

The WPO is responsible for protecting disclosures and ensuring the integrity of the reporting mechanism. They are also responsible for determining whether and how disclosures should be investigated.

Finally, a disclosure may still qualify for protection if made to a director, senior manager, auditor or actuary of the Company or a related body corporate.



*Disclosure to external regulatory bodies*

6.3 While the Company encourages [eligible whistleblowers](#) to make disclosures via its Provider, an [eligible whistleblower](#) may choose to raise [disclosable matters](#) outside of the Company with:

- (a) ASIC; or
- (b) APRA; or
- (c) a Commonwealth body prescribed by regulation.

*Disclosure to a legal practitioner*

6.4 A report of a [disclosable matter](#) will also be protected if it is to a qualified legal practitioner for the purpose of taking legal advice or legal representation in relation to the operation of the whistleblower provisions in the Corporations Act.

*Public interest disclosures*

6.5 There is an additional category of disclosures called 'public interest disclosures' that qualify for protection. These can be made to a journalist or a parliamentarian, but only if the [eligible whistleblower](#) complies with the following requirements:

- (a) the [eligible whistleblower](#) must have first made a qualifying disclosure to ASIC, APRA, or a Commonwealth body prescribed by regulation;
- (b) at least 90 days has passed since the qualifying disclosure was made;
- (c) the [eligible whistleblower](#) does not have reasonable grounds to believe that action is being, or has been, taken to address the matters to which the qualifying disclosure related;
- (d) the [eligible whistleblower](#) has reasonable grounds to believe that making a public interest disclosure would be in the public interest;
- (e) after 90 days has passed, the [eligible whistleblower](#) must give the body to which the qualifying disclosure was originally made, a written notification that:
  - (i) includes sufficient information to identify the previous qualifying disclosure; and
  - (ii) states that the [eligible whistleblower](#) intends to make a public interest disclosure; and
- (f) the extent of the information disclosed in the public interest disclosure is no greater than to inform the journalist or member of Parliament of the misconduct or improper state of affairs or circumstances, or other conduct falling within the scope of the [Whistleblower Protection Scheme](#).

### *Emergency disclosures*

- 6.6 There is an additional category of disclosures called 'emergency disclosures' that qualify for protection. These can be made to a journalist or a parliamentarian, but only if the [eligible whistleblower](#) complies with the following strict requirements:
- (a) the [eligible whistleblower](#) must have first made a qualifying disclosure to ASIC, APRA or a Commonwealth body prescribed by regulation;
  - (b) the [eligible whistleblower](#) has reasonable grounds to believe that information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment;
  - (c) the [eligible whistleblower](#) gave notice to the body to which the qualifying disclosure was made that:
    - (i) includes sufficient information to identify the previous qualifying disclosure; and
    - (ii) states that the [eligible whistleblower](#) intends to make an emergency disclosure; and
  - (d) the extent of the information disclosed in the emergency disclosure is no greater than is necessary to inform the journalist or parliamentarian of the substantial and imminent danger.
- 6.7 Before making a [public interest](#) disclosure under paragraph 6.5 or emergency disclosure under paragraph 6.6, it is important that an [eligible whistleblower](#) understands the criteria for protection under the relevant legislation. [Eligible whistleblowers](#) should obtain independent legal advice prior to making any [public interest](#) or emergency disclosure.

## **7. ANONYMOUS DISCLOSURES**

- 7.1 An [eligible whistleblower](#) can choose to make a disclosure anonymously and to remain anonymous over the course of the investigation and after the investigation is finalised – they may also decide not to answer questions that they feel could reveal their identity at any time, including during follow-up conversations. For example, they may do so because of concerns about their identity becoming known. If such concerns exist, an [eligible whistleblower](#) may prefer to adopt a pseudonym for the purposes of their disclosure (not their true name) – or to create an anonymous email address to submit their disclosure to an [eligible recipient](#). Regardless, anonymous disclosures are still capable of being protected under the [Whistleblower Protection Scheme](#).
- 7.2 Reporting anonymously may hinder the Company's ability to fully investigate a reported matter. For this reason, the Company encourages anonymous [eligible whistleblowers](#) to maintain ongoing two-way communication with it (such as via an anonymous email address or through the Provider), so that the Company can ask follow-up questions or provide feedback.

## 8. PROTECTIONS

- 8.1 Important protections relating to confidentiality and detriment apply to [eligible whistleblowers](#) who report [disclosable matters](#) in accordance with the [Whistleblower Protection Scheme](#) outlined in this policy. The protections apply not only to internal disclosures, but also to disclosures to legal practitioners, regulatory and other external bodies, and [public interest](#) and [emergency](#) disclosures that are made in accordance with the Corporations Act.
- 8.2 The Company takes contraventions of these protections very seriously and will take disciplinary action against anyone for doing so. If an [eligible whistleblower](#) has any particular concerns about this, they can raise them with an [eligible recipient](#).
- 8.3 Civil and criminal sanctions also apply for breaches of these protections.

### *Confidentiality*

- 8.4 Strict confidentiality obligations apply in respect of any disclosures that qualify for protection under the [Whistleblower Protection Scheme](#).
- 8.5 Unless the [eligible whistleblower](#) consents, it is against the law for a person to disclose an [eligible whistleblower's](#) identity or any information that may lead to their identification (subject to the exceptions set out below).
- 8.6 If an [eligible whistleblower's](#) disclosure qualifies for protection set out in this policy, it is likely that the [eligible whistleblower](#) will be asked to provide consent to the disclosure of their identity or information that is likely to lead to their identification. This would be to facilitate any investigation and/or resolution of the matter. If consent is withheld, the eligible recipient who wishes to remain anonymous may be asked to provide consent to limited disclosure of their identity and a means of contacting them in order in order to adequately investigate and respond to the disclosure.
- 8.7 If an [eligible whistleblower](#) does not consent to their identity being disclosed, it will still be lawful to disclose their identity to:
- (a) ASIC, APRA, the Australian Federal Police (AFP) or the Commissioner of Taxation (in relation to tax matters);
  - (b) a legal practitioner for the purposes of obtaining legal advice or legal representation about the disclosure; or
  - (c) to a body prescribed by regulation.
- 8.8 It will also be lawful to disclose information in a disclosure without the [eligible whistleblower's](#) consent if this is reasonably necessary for the purpose of investigating the disclosure (provided the information does not include the [eligible whistleblower's](#) identity and the Company takes all reasonable steps to reduce the risk that the [eligible whistleblower](#) will be identified as a result of the disclosure).

- 8.9 ASIC, APRA or the AFP can disclose the identity of an [eligible whistleblower](#), or information that is likely to lead to the identification of the [eligible whistleblower](#), to a Commonwealth, State or Territory authority to help the authority in the performance of its functions or duties.
- 8.10 The Company takes the protection of an [eligible whistleblower](#)'s identity seriously. Steps it will take to help achieve this may include:
- (a) maintaining mechanisms to reduce the risk that the [eligible whistleblower](#) will be identified from the information contained in a disclosure (such as redactions or referring to the person in gender neutral terms etc);
  - (b) maintaining mechanisms for secure record-keeping and information-sharing processes and limiting access to records and information;
  - (c) reminding each person (as appropriate) who is involved in handling and investigating a disclosure about the confidentiality requirements, including that an unauthorised disclosure of an [eligible whistleblower](#)'s identity may be a criminal offence;
  - (d) all information, documents, records and reports relating to the investigation of a whistleblower report will be confidentially stored and retained in a secure manner.
- 8.11 In practice, it is important to recognise that an [eligible whistleblower](#)'s identity may still be determined if the [eligible whistleblower](#) has previously mentioned to other people that they are considering making a disclosure, the [eligible whistleblower](#) is one of a very small number of people with access to the information or the disclosure related to information that an [eligible whistleblower](#) has previously been told privately and in confidence.
- 8.12 If there is a breach of confidentiality, an [eligible whistleblower](#) can lodge a complaint with an [eligible recipient](#) or a regulator such as ASIC or APRA for investigation.

*The Company cannot pursue action against the [eligible whistleblower](#)*

- 8.13 An [eligible whistleblower](#) is protected from any civil liability, criminal liability and/or administrative liability (including disciplinary action) for making a qualifying disclosure in accordance with the [Whistleblower Protection Scheme](#), and no contractual or other remedy may be enforced or exercised against the [eligible whistleblower](#) on the basis of a qualifying disclosure.
- 8.14 However, the protections do not grant immunity for any misconduct an [eligible whistleblower](#) has engaged in that is revealed in their disclosure.

*Detriments and threats of detriment prohibited*

- 8.15 The protections also make it unlawful for a person to engage in conduct against another person that causes or will cause a detriment:
- (a) in circumstances where the person believes or suspects that the other person or a third person made, may have made, proposes to make or could make a qualifying disclosure; and

- (b) if the belief or suspicion held by that person is the reason or part of the reason for their conduct.
- 8.16 Threats of detriments will also be unlawful if the person making the threat intended to cause fear that a detriment would be carried out or was reckless as to whether the person against who it was directed would fear the threatened detriment being carried out.
- 8.17 Threats may be express or implied, conditional or unconditional. An [eligible whistleblower](#) (or another person) who has been threatened in relation to a disclosure does not have to actually fear that the threat will be carried out.
- 8.18 The meaning of 'detriment' is very broad and includes:
- (a) dismissing an employee;
  - (b) injuring an employee in their employment;
  - (c) altering an employee's position or duties to their disadvantage;
  - (d) discriminating between an employee and other employees;
  - (e) harassing or intimidating a person;
  - (f) harming or injuring a person;
  - (g) damaging a person's property, reputation, business or financial position; and
  - (h) any other damage to a person.
- 8.19 It may be necessary during the course of an investigation to take reasonable administrative action to protect an [eligible whistleblower](#) from detriment (e.g. changing the [eligible whistleblower](#)'s reporting line if the disclosure relates to a manager). Such conduct will not be detrimental conduct. A disclosure will also not prohibit the Company from managing (in the ordinary way) any separate performance issues that may affect the work of an [eligible whistleblower](#).
- 8.20 An [eligible whistleblower](#) may be subject to disciplinary action if, in the course of investigating a disclosure, the Company determines that the [eligible whistleblower](#) was complicit in the misconduct or improper state of affairs or has otherwise acted in an improper way.
- 8.21 Information about what the Company will do to provide support to and protect an [eligible whistleblower](#) is set out in paragraph 10. However, if an [eligible whistleblower](#) believes they have suffered detriment they can lodge a complaint with an [eligible recipient](#) or a regulator such as ASIC or APRA for investigation.

#### *Court orders*

- 8.22 Courts are given broad scope to make orders remedying a detriment or threatened detriment. These include injunctions, compensation orders

(including against individual employees and their employer), reinstatement, exemplary damages and the making of apologies. Civil and criminal sanctions also apply to breaches of the [Whistleblower Protection Scheme](#). The Company encourages [eligible whistleblowers](#) to seek independent legal advice in regards to seeking compensation or other remedies.

*Are there any other protections that are available?*

8.23 Disclosures may also amount to the exercise of a workplace right by an employee or contractor. The Company and its employees are prohibited under the [Fair Work Act 2009](#) (Cth) from taking adverse action against employees or contractors because they exercised or propose to exercise any workplace rights.

## 9. FURTHER STEPS AND INVESTIGATION OF DISCLOSURES

9.1 Through the Provider or other eligible recipient, the Company will acknowledge receipt of a disclosure within a reasonable period, assuming the '[eligible whistleblower](#)' can be contacted (including through the Provider or other anonymous channels), and will assess disclosures to determine whether they fall within the [Whistleblower Protection Scheme](#). The WPO will determine whether an investigation is required and, if so, how that investigation should be carried out.

9.2 Generally, if an investigation is required, the WPO will determine:

- (a) the nature and scope of the investigation;
- (b) who should lead the investigation – including whether an external investigation is appropriate;
- (c) the nature of any technical, financial or legal advice that may be required to support the investigation; and
- (d) the anticipated timeframe for the investigation. Each investigation will be different which will impact the applicable timeframe. However, the Company's intent is to complete an investigation as soon as practicable.

9.3 Where appropriate, the Provider or WPO will keep the [eligible whistleblower](#) informed of the steps taken or to be taken (or if no action is to be taken, the reason for this), and provide appropriate updates, including about the completion of any investigation. However, the extent of the information provided, or whether it will be provided at all, will be subject to applicable confidentiality considerations, legal obligations and any other factors the Provider or WPO considers relevant in the particular situation.

9.4 The Company may not be able to undertake an investigation, or provide information about the process etc, if it is not able to contact the [eligible whistleblower](#), for example, if a disclosure is made anonymously and has not provided a means of contact.

9.5 Where contact details have been provided, [eligible whistleblowers](#) will receive updates about when the investigation has begun, while the investigation is in progress and after the investigation has been finalised. The frequency and timeframe of any updates may vary depending on the nature of the disclosure. The Company will also have regard to confidentiality considerations when providing updates.

*Independent provider*

9.6 As noted above, the Company has authorised the [Provider](#) as an independent whistleblowing service provider to enable disclosures to be made anonymously, confidentially and either during or outside of business hours, while enabling [eligible whistleblowers](#) to receive updates while retaining their anonymity and the Company to obtain additional information.

*Documenting and reporting the findings of an investigation*

9.7 Findings of an investigation will be reported to the WPO and, where appropriate, by the WPO to the CML Chairman and CML Audit Risk and Compliance Committee (ARCC). The method for documenting and reporting the findings of an investigation will depend on the nature of the disclosure – but may include a summary report of the findings. Any reporting of findings will have regard to applicable confidentiality requirements. There may be circumstances where it may not be appropriate to provide details of the outcome to the [eligible whistleblower](#).

## 10. SUPPORT AND FAIR TREATMENT

10.1 The Company is committed to transparency and to building an environment in which people feel free to raise legitimate issues relating to the Company's operations. The Company is also committed to protecting [eligible whistleblowers](#) from detriment.

10.2 When a qualifying disclosure under the [Whistleblower Protection Scheme](#) is made, the Company will reiterate the requirements of this policy to relevant individuals to ensure the protections are not undermined.

10.3 Disciplinary action up to and including dismissal may be taken against any person who causes or threatens to cause any detriment against an [eligible whistleblower](#).

10.4 In addition, the Company's usual employee assistance program (EAP) services will be available to all [eligible whistleblowers](#) and other employees affected by the disclosure, should they require that support.

10.5 The Company may also consider a range of other matters to protect an [eligible whistleblower](#) from the risk of suffering detriment and to ensure fair treatment of individuals mentioned in a disclosure. Steps it will take to help achieve this may include:

(a) assessing whether anyone may have a motive to cause detriment—information could be gathered from an [eligible whistleblower](#) about:

- (i) the risk of their identity becoming known;
  - (ii) who they fear might cause detriment to them;
  - (iii) whether there are any existing conflicts or problems in the work place; and
  - (iv) whether there have already been threats to cause detriment.
- (b) analysing and evaluating the likelihood of each risk and evaluating the severity of the consequences;
- (c) developing and implementing strategies to prevent or contain the risks—for anonymous disclosures, it may be worthwhile assessing whether the discloser’s identity can be readily identified or may become apparent during an investigation;
- (d) monitoring and reassessing the risk of detriment where required—the risk of detriment may increase or change as an investigation progresses, and even after an investigation is finalised;
- (e) taking steps to ensure that:
- (i) disclosures will be handled confidentially, when it is practical and appropriate in the circumstances;
  - (ii) each disclosure will be assessed and may be the subject of an investigation;
  - (iii) the objective of an investigation is to determine whether there is enough evidence to substantiate or refute the matters disclosed;
  - (iv) when an investigation needs to be undertaken, the process will be objective, fair and independent;
- (f) assisting the [eligible whistleblower](#) by providing support services such as counselling services and access to resources for strategies to manage stress, time or performance impacts resulting from the investigation;
- (g) allowing the [eligible whistleblower](#) (where appropriate) to perform their duties from another location or reassigning the [eligible whistleblower](#) to another role of the same level or making other modifications to the workplace or the way the [eligible whistleblower](#) performs their duties; and/or
- (h) where necessary, undertaking specific interventions to protect an [eligible whistleblower](#) where detriment has already occurred including disciplinary action, extended leave for the [eligible whistleblower](#) and alternative career development and training.

## 11. VEXATIOUS OR FALSE DISCLOSURES

- 11.1 An [eligible whistleblower](#) will only be protected if they have objectively reasonable grounds to suspect that the information that they disclose



concerns misconduct or an improper state of affairs or circumstances or other conduct falling within the scope of the [Whistleblower Protection Scheme](#).

- 11.2 The protections under the [Whistleblower Protection Scheme](#) will not extend to vexatious or deliberately false complaints. If any investigation of a disclosure demonstrates that it was not made on objectively reasonable grounds, it will not be protected.
- 11.3 Depending on the circumstances, it may be appropriate for the Company to take disciplinary action against any person who does not have objectively reasonable grounds for their disclosure. Such action may include the termination of employment.

## 12. OTHER MATTERS

- 12.1 This policy will be made available to the Managers and their employees and officers via CSL's intranet.
- 12.2 This policy is not intended to go beyond the legislation. This policy is not a term of any contract, including any contract of employment and does not impose any contractual duties, implied or otherwise, on Company. This policy may be varied by the Company from time to time, including as part of any review.

### *Review of the policy*

- 12.3 The Company will review this policy and accompanying processes and procedures every two years with a view to ensuring that it is operating effectively.

### *Training*

- 12.4 Training on this policy forms part of the induction process for new employees and refresher training for existing employees may be offered from time to time. Specialist training will be provided to staff members who have specific responsibilities under the policy, including the Company's processes and procedures for receiving and handling disclosures, including training relating to confidentiality and the prohibitions against detrimental conduct.

### 13. POLICY MAINTENANCE TABLE

<b>POLICY TITLE</b>	<b>WHISTLEBLOWER POLICY</b>		
<b>POLICY OWNER</b>	Capricorn Mutual Audit, Risk and Compliance Committee		
<b>BUSINESS UNIT</b>	CML		
<b>CREATED BY</b>	CML board	<b>DATE CREATED</b>	01/12/2006
<b>AREA/S OF BUSINESS APPLICABLE TO</b>	CML and subsidiaries and CRS and CMM		
<b>LAST REVIEWED BY</b>	CML ARCC	<b>DATE REVIEWED</b>	06/05/2021
<b>LAST APPROVED BY</b>	CML board	<b>DATE APPROVED</b>	06/05/2021
<b>CURRENT VERSION #</b>	V2		
<b>RELATED POLICIES</b>			<b>OWNER</b>
Capricorn Society Limited's Fraud & Corruption Control Framework			Will Bargmann
Fraud policy as adopted by CML			Will Bargmann
<b>RELATED PROCEDURES</b>			<b>OWNER</b>