
WHISTLEBLOWER POLICY

Note to Members and Preferred Suppliers:

This policy includes content relating to both Australian and New Zealand whistleblower protection laws, so readers of the policy should be aware of the differences in some areas between obligations that apply in Australia and those that apply in New Zealand.

This policy is not applicable to concerns relating to operational matters, unless your concern also involves a [disclosable matter](#).

If you are a Capricorn Member or Preferred Supplier and have a concern that is not covered by this policy, please contact Capricorn via the listed phone number on the capricorn.coop website.

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

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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 in Australia and the Protected Disclosures (Protection of Whistleblowers) Act 2022 provides for protections for whistleblowers in New Zealand (**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, retaliation, and/or victimisation;
- (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 This Policy applies to Capricorn and its wholly owned subsidiaries in Australia and New Zealand, including but not limited to Capricorn Risk Services Pty Ltd, Capricorn Mutual Management Pty Ltd and Capricorn Insurance Services Pty Ltd but does not include Capricorn Mutual Limited (which has a separate whistleblower policy available on <https://www.capricornmutual.com/>).

2.4 The Company means Capricorn Society Limited (ACN 008 347 313, NZBN 651162), which will perform the obligations under this Policy applying to each member company in the corporate group. If the Company has any related bodies corporate overseas (other than New Zealand), this Policy may need to be read subject to any applicable overseas legislation.

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) *For Australia only:* 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) to the head or a deputy head of the Company; or
 - (iii) an 'eligible recipient' (see paragraph 6); and
 - (b) the [eligible whistleblower](#) has 'reasonable grounds' to 'suspect' (*for Australia*) or 'reasonable grounds' to 'believe' (*for New Zealand*) that the disclosed information concerns a disclosable matter (see paragraph 5); and
 - (c) the disclosure is made in accordance with the Company's internal procedures.
- 3.2 *For Australia only:* Public interest and emergency disclosures also qualify for protection – see paragraphs 6.6 and 6.7.

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) *For New Zealand only:*
 - (i) a secondee;
 - (ii) a volunteer;
 - (iii) a person concerned in the management of the Company;
 - (iv) a person engaged or contracted under a contract for services to do work for the Company; or
 - (v) a person concerned in the management of the Company;
 - (c) an individual who is an associate of the Company; and

- (d) *For Australia only:* 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).
- 4.2 *For Australia only:* 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'?

In Australia

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) financial irregularities;
- (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.

In New Zealand

5.5 A disclosable matter is information about a serious wrongdoing within or by the Company. Serious wrongdoing includes any act, omission, or course of conduct that is one or more of the following:

- (a) an offence;
- (b) a serious risk to public health, public safety, the health or safety of any individual, or the environment;
- (c) a serious risk to the maintenance of law, including the prevention, investigation and detection of offences, or the right to a fair trial;
- (d) an unlawful, a corrupt, or an irregular use of public funds or public resources; or
- (e) oppressive, unlawfully discriminatory, or grossly negligent, or that is gross mismanagement, and is done (or is an omission) by a person performing (or purporting to perform) a function or duty or exercising (or purporting to exercise) a power on behalf of a public sector organisation or the Government.

In Australia and New Zealand

5.6 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'.

- 5.7 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 in Australia (see paragraph 5.10 below) or the Employment Relations Act 2000, Human Rights Act 1993, or Health and Safety at Work Act 2015 in New Zealand.

Deliberate false reports not tolerated

- 5.8 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.
- 5.9 However, deliberate false or vexatious reports, or reports made in bad faith 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

- 5.10 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 8.16 of this Policy.
- 5.11 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.
- 5.12 However, a personal work-related grievance may still qualify for protection in Australia only if:
- (a) it relates to a disclosable matter and a personal work related grievance (ie, 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.

5.13 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](#).

5.14 Disclosures about personal work-related grievances should be raised under the Company's existing grievance policy, which can be found in the Capricorn Grievance Policy.

5.15 While some matters such as personal work-related grievances and workplace health and safety issues may not generally qualify for protection under this policy, there are some circumstances in which these types of matters may qualify for protection under this policy, for example:

- (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 should be aware that disclosures to a legal practitioner for the purposes of obtaining legal advice (or legal representation) in relation to the operation of the whistleblower provisions in the Corporations Act are protected.

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' or 'appropriate authority'. An [eligible whistleblower](#)'s disclosure qualifies for protection from the time it is made to an eligible recipient or appropriate authority, regardless of whether the [eligible whistleblower](#) or the recipient recognises that the disclosure qualifies for protection at that time.

6.2 If you are not comfortable or able to report misconduct internally, you may report it to the Company's external and independent whistleblowing service provider (Provider).

The Company has contracted Your Call Whistleblowing Solutions (Your Call) to receive and manage your report with impartiality and confidentially.

This option allows you to:

- remain completely anonymous
- identify yourself to Your Call only
- identify yourself to both Your Call and the Company

The Your Call reporting options include:

- *Website* <https://www.yourcall.com.au/capricorn>
24/7
- *Telephone* 1300 790 228 relevant number
between 9am and 12am, recognised business days, AEST

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

Your Call is an independent whistleblowing service authorised by the Company to receive disclosures and it is Capricorn's preferred method of receiving disclosures.

Disclosures can also be made to other 'eligible recipients' which includes an officer of the Company (such as a director or company secretary), a senior manager of the Company, and, in Australia, also includes an auditor or actuary of the Company.

It the event that an individual seeks to make a disclosure to an "eligible recipient", it is highly recommended that the whistleblower is encouraged to make this disclosure via the YourCall service.

Disclosure to external regulatory bodies or an appropriate authority

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:

in Australia:

- (a) ASIC; or
- (b) APRA; or
- (c) a Commonwealth authority prescribed in the Corporations Regulations; and

in New Zealand:

- (d) the head of any public sector organisation; or
- (e) any officer of Parliament (but not a Minister or member of Parliament);
- (f) the persons or bodies listed in Schedule 2 of the Protected Disclosures (Protect of Whistleblowers) Act 2022; or

(g) the membership body of a particular profession, trade or calling with the power to discipline its members.

6.4 Where an eligible whistleblower in New Zealand makes a disclosure to an appropriate authority, the appropriate authority may decide to refer the disclosure to the Company or to another appropriate authority (in which case, the eligible whistleblower will be consulted first).

Disclosure to a legal practitioner

6.5 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 Whistleblower Protection Scheme.

Public interest disclosures in Australia

6.6 In Australia, there is an additional category of disclosures called 'public interest disclosures' that qualify for protection. These can be made to a journalist and members of Parliament, 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 prescribed Commonwealth authority;
- (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 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 in Australia

6.7 In Australia there is an additional category of disclosures called 'emergency disclosures' that qualify for protection. These can be made to a journalist

and members of Parliament, 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 prescribed Commonwealth authority;
- (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 states:
 - (i) that they intend to make an emergency disclosure; and
 - (ii) includes sufficient information to identify the qualifying disclosure; and
- (d) the extent of the information disclosed in the emergency disclosure is no greater than is necessary to inform the journalist or member of Parliament of the substantial and imminent danger.

6.8 Before making a [public interest](#) or emergency disclosure, 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 In New Zealand, an eligible whistleblower and the Company may contact the [Ombudsman](#) for information and guidance on the circumstances in which anonymous protected disclosures may be made.
- 7.2 In Australia and New Zealand, 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](#).
- 7.3 Reporting anonymously may hinder our ability to fully investigate a reported matter. For this reason, we encourage anonymous [eligible whistleblowers](#) to maintain ongoing two-way communication with us (such as via an anonymous email address), so that we 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 to disclosures to legal practitioners, regulatory and other external bodies, and [public interest](#) and [emergency](#) disclosures (as set out in this Policy) that are made in accordance with the [Whistleblower Protection Scheme](#).
- 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 In Australia, 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, it may not be possible to adequately investigate and respond (if at all) to the disclosure.
- 8.7 In Australia, 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 the Corporations Regulations.
- 8.8 In New Zealand, the Company does not need to keep the eligible whistleblower's identity confidential if:
- (a) the eligible whistleblower consents to the release of the identifying information; or
 - (b) there are reasonable grounds to believe that the release of the identifying information is essential:

- (i) for the effective investigation of the disclosure;
 - (ii) to prevent a serious risk to public health, public safety, the health or safety of any individual, or the environment;
 - (iii) to comply with the principles of natural justice; or
 - (iv) to an investigation by a law enforcement or regulatory agency for the purpose of law enforcement.
- 8.9 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).
- 8.10 In Australia, 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.
- 8.11 After releasing identifying information for a reason described above the Company will inform the eligible whistleblower.
- 8.12 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.
- 8.13 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.
- 8.14 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 in Australia for investigation.

The [eligible whistleblower's protections](#)

8.15 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.

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 in Australia

8.16 The protections also make it unlawful for a person to engage in conduct against another person that causes or will cause a detriment (in Australia) or retaliation or victimisation (in New Zealand), together defined as detriment in this section:

- (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.

8.17 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.

8.18 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.

8.19 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;
- (h) any other damage to a person;
- (i) in New Zealand, any action which amounts to victimisation under the New Zealand Human Rights Act 1993.

- 8.20 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](#).
- 8.21 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.
- 8.22 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 (in Australia) for investigation or raise a personal grievance (in New Zealand).

Court orders

- 8.23 Courts are given broad scope to make orders remedying a detriment or threatened detriment in Australia, or a personal grievance claim under the Employment Relations Act in relation to retaliation or a claim under the Human Rights Act 1993 in relation to victimisation in New Zealand. 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 regard to seeking compensation or other remedies.

Are there any other protections that are available?

- 8.24 In Australia, 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 The Company will acknowledge receipt of a disclosure within a reasonable period, assuming the '[eligible whistleblower](#)' can be contacted (including through anonymous channels). The Company will assess disclosures to determine whether:
- (a) they fall within the [Whistleblower Protection Scheme](#); and

(b) an investigation is required – and if so, how that investigation should be carried out.

9.2 Generally, if an investigation is required, the Company 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 practicable, the Company 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 Company 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 practicable, [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 in order 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.

9.7 The [Provider](#) is required to act, at all times, impartially and objectively without any conflicts of interest.

Documenting and reporting the findings of an investigation

9.8 Where appropriate, the Company will report findings of an investigation to the Group CEO and CSL ARC. 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 or retaliates against or victimises 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, retaliation, or victimisation 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, retaliate, or victimise —information could be gathered from an [eligible whistleblower](#) about:
 - (i) the risk of their identity becoming known;
 - (ii) who they fear might cause detriment or retaliation to, or victimise 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, retaliation or victimisation.
 - (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, retaliation, and/or victimisation where required—the risk of detriment, retaliation, and/or

victimisation 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, retaliation, and/or victimisation has already occurred including disciplinary action, extended leave for the [eligible whistleblower](#) and alternative career development and training.
- 10.6 If the disclosure mentions or relates to employees of the Company other than the [eligible whistleblower](#), the Company will take steps to ensure that those individuals are treated fairly. Typically, this would include giving those persons an opportunity to respond to the subject matter of the disclosure having regard to principles of procedural fairness. In addition, action would only be taken against such a person if there is cogent evidence of wrongdoing.

11. VEXATIOUS OR FALSE DISCLOSURES

- 11.1 An [eligible whistleblower](#) will only be protected if they have objectively reasonable grounds to suspect (*for Australia*) or reasonable grounds to believe (*for New Zealand*) 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 Company's employees and officers via the Company'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 the 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.

Board reporting and training

- 12.5 The CSL Board has ultimate responsibility for the whistleblowing program and will be kept informed of emerging themes and trends by way of Board reports and regular refresher training.

13. POLICY MAINTENANCE TABLE

POLICY TITLE	WHISTLEBLOWER POLICY		
POLICY OWNER	General Counsel		
BUSINESS UNIT	Group Legal		
AREA/S OF BUSINESS APPLICABLE TO	CSL & Subsidiaries (not including CML)		
LAST APPROVED BY	CSL Board	DATE APPROVED	15 August 2024
CURRENT VERSION #	V8		