

Whistleblower Policy

1.0 Purpose

- (a) In the spirit of the values ‘Being good to people and No Bullsh*t’, Aussie Broadband Pty Ltd ACN 132 090 192 (**Aussie Broadband**) is committed to ensuring that it operates in a manner that is compliant with not only its legal obligations, but also with integrity, honesty and fairness. Aussie Broadband intends to encourage the reporting of instances of suspected dishonest, unlawful or corrupt conduct involving its business and will protect **eligible whistleblowers** who make **protected disclosures** from suffering **detriment**.
- (b) The purpose of this policy is to:
- (i) detect **disclosable matters**;
 - (ii) outline how and to whom a **protected disclosure** must be made;
 - (iii) outline the process by which Aussie Broadband will investigate **protected disclosures**;
 - (iv) inform **eligible whistleblowers** who make **protected disclosures** about the protections from **detriment**; and
 - (v) outline the process for fair treatment of persons to whom a **protected disclosure** relates or mentions.
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2.0 Scope

- (a) This policy applies to all employees and officers of Aussie Broadband.
- (b) This policy will be made available to all employees and officers of Aussie Broadband via the People & Culture section of Aussie Broadband’s internal Wiki page, and on the public website <https://www.aussiebroadband.com.au/legal/>.
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3.0 Definitions

Definition	Meaning
detriment	<p>Detriment includes (but is not limited to):</p> <ul style="list-style-type: none"> (c) dismissal of an employee; (d) injury of an employee in their employment; (e) alteration of an employee’s position or duties to their disadvantage; (f) discrimination between an employee and other employees; (g) harassment or intimidation of a person;

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	<ul style="list-style-type: none"> (h) harm or injury to a person, including psychological harm; (i) damage to a person’s property; (j) damage to a person’s reputation; (k) damage to a person’s business or financial position; and (l) any other damage to a person. <p>Actions that do not constitute detriment include (but are not limited to):</p> <ul style="list-style-type: none"> (a) administrative action that is reasonable for the purpose of protecting an eligible whistleblower from detriment; and (b) managing an eligible whistleblower’s unsatisfactory work performance or conduct.
disclosable matter	<p>A disclosure of information by an eligible whistleblower:</p> <ul style="list-style-type: none"> (a) where the eligible whistleblower has reasonable grounds to suspect that the information concerns misconduct or an improper state of affairs or circumstances (including but not limited to dishonest conduct, unlawful conduct, corruption or fraud) in relation to Aussie Broadband or a related body corporate of Aussie Broadband; or (b) where the eligible whistleblower has reasonable grounds to suspect that the information indicates that Aussie Broadband, a related body corporate of Aussie Broadband, or an officer or employee of Aussie Broadband or a related body corporate of Aussie Broadband, has engaged in conduct that: <ul style="list-style-type: none"> (i) contravenes any provisions of the <i>Corporations Act 2001, ASIC Act 2001, Banking Act 1959, Financial Sector (Collection of Data) Act 2001, Insurance Act 1973, Life Insurance Act 1995, National Consumer Credit Protection Act 2009, Superannuation Industry (Supervision) Act 1993</i> or an instrument or regulation made under any of those Acts; or (ii) contravenes any other law of the Commonwealth that is punishable by imprisonment for 12 months or more; or (iii) represents a danger to the public or the financial system; <p>or</p> (c) in relation to a disclosure about affairs of Aussie Broadband or an associate of Aussie Broadband (within the meaning of section 318 of the <i>Income Tax Assessment Act 1936</i>) (associate) relating to any tax imposed by or under, or assessed or collected under, a law administered by the

Definition	Meaning
	<p>Commissioner of Taxation (tax affairs):</p> <ul style="list-style-type: none"> (i) that is made to a senior manager, a nominated recipient, a legal practitioner, an auditor, a member of an audit team conducting an audit of Aussie Broadband, a registered tax agent or BAS agent who provides tax agent or BAS services to Aussie Broadband, or a tax employee, where the eligible whistleblower: <ul style="list-style-type: none"> (A) has reasonable grounds to suspect that the information indicates misconduct, or an improper state of affairs or circumstances, in relation to the tax affairs of Aussie Broadband or an associate; and (B) considers that the information may assist the eligible recipient to perform functions or duties in relation to the tax affairs of Aussie Broadband or an associate; or (ii) that is made to the Commissioner of Taxation, where the eligible whistleblower considers that the information may assist the Commissioner of Taxation to perform their functions or duties in relation to the tax affairs of Aussie Broadband or an associate.
eligible recipient	<ul style="list-style-type: none"> (a) For disclosable matters which do not relate to tax affairs, each of the following is an eligible recipient to whom an eligible whistleblower may make a protected disclosure: <ul style="list-style-type: none"> (i) a senior manager; (ii) a nominated recipient; (iii) an auditor, or a member of an audit team conducting an audit, of Aussie Broadband or a related body corporate of Aussie Broadband; (iv) an actuary of Aussie Broadband or of a related body corporate of Aussie Broadband; (v) ASIC, APRA, or another Commonwealth authority; or (vi) a legal practitioner. (b) For disclosable matters which do relate to tax affairs, each of the following is an eligible recipient to whom an eligible whistleblower may make a protected disclosure: <ul style="list-style-type: none"> (i) a senior manager;

Definition	Meaning
	<ul style="list-style-type: none"> (ii) a nominated recipient; (iii) a legal practitioner; (iv) an auditor, or a member of an audit team conducting an audit, of Aussie Broadband; (v) a registered tax agent or BAS agent who provides tax agent or BAS services to Aussie Broadband; (vi) a tax employee; or (vii) where the eligible whistleblower considers that the information may assist the Commissioner of Taxation to perform their functions or duties in relation to Aussie Broadband's tax affairs – the Commissioner of Taxation; or <p>(c) In respect of nominated recipients, Aussie Broadband, in conjunction with WBS Whistleblowing Services has authorised WBS Whistleblowing Services to receive protected disclosures. WBS is an external, independently operated service that will accept contact by eligible whistleblowers on both a confidential and anonymous basis.</p>
eligible whistleblower	<p>If an individual is, or has been:</p> <ul style="list-style-type: none"> (a) an officer of Aussie Broadband; (b) an employee of Aussie Broadband; (c) an individual who supplies services or goods to Aussie Broadband; (d) an employee of a person that supplies services or goods to Aussie Broadband (paid or unpaid); (e) an individual who is an associate of Aussie Broadband (within the meaning of the <i>Corporations Act 2001 (Cth)</i>); or (f) a relative, dependant or spouse of an individual referred to in this definition.
legal practitioner	<p>A legal practitioner to whom an eligible whistleblower provides a disclosure of information for the purpose of obtaining legal advice or legal representation in relation to the operation of relevant whistleblower legislation.</p>
nominated recipient	<p>A person or entity authorised by Aussie Broadband to receive protected disclosures, which includes Aussie Broadband's Managing Director, Chief Financial Officer, People & Culture Manager and WBS Whistleblowing Services, which is the whistleblower hotline referred to in the definition of</p>

Definition	Meaning
	<p>eligible recipient. See below information How to Report a Disclosure</p>
<p>personal work related grievance</p>	<p>In relation to an eligible whistleblower they:</p> <ul style="list-style-type: none"> (a) are not disclosable matters, and are therefore not protected disclosures, except to the extent that they concern detriment to the eligible whistleblower in contravention, or alleged contravention, of clause 0; (b) arise where the information disclosed: <ul style="list-style-type: none"> (i) concerns a grievance about any matter in relation to the eligible whistleblower's employment, or former employment, having (or tending to have) implications for the eligible whistleblower personally. For example, this includes, but is not limited to: <ul style="list-style-type: none"> (A) interpersonal conflicts; (B) decisions relating to the engagement, transfer or promotion of the eligible whistleblower; (C) decisions relating to the terms and conditions of the eligible whistleblower's engagement; (D) decisions to suspend, discipline or dismiss the eligible whistleblower; or (E) conduct (or alleged conduct) in respect of workplace bullying, harassment, sexual harassment or discrimination; <p>and does not:</p> <ul style="list-style-type: none"> (ii) have significant implications for Aussie Broadband (or another organisation regulated by whistleblower protection laws) that are unrelated to the eligible whistleblower; and (iii) relate to conduct (or alleged conduct) set out in paragraph 1.1(b) of the definition of disclosable matter; and (c) may be more appropriately dealt with under the other policies in the People & Culture section of Aussie Broadband's internal Wiki page.
<p>protected disclosure</p>	<p>A disclosure of information by an individual in circumstances where:</p> <ul style="list-style-type: none"> (a) the discloser is an eligible whistleblower; and (b) the disclosure is made to an eligible recipient (which could

Definition	Meaning
	<p>be done orally or in writing); and</p> <p>(c) the disclosure is of a disclosable matter.</p>
senior manager	Includes Aussie Broadband’s directors, company secretary, Managing Director, Chief Technology Officer and Chief Financial Officer, or an officer of Aussie Broadband or of a related body corporate of Aussie Broadband. Up to date contact details for those individuals are set out on Aussie Broadband’s internal staff directory.
tax employee	An employee or officer of Aussie Broadband who has functions or duties that relate to the tax affairs of Aussie Broadband.
whistleblowing officer	<p>An individual occupying one of the following positions with Aussie Broadband:</p> <p>(a) People & Culture Manager;</p> <p>(b) Chief Financial Officer; or</p> <p>(c) Managing Director.</p>

How to Report a Disclosure

(WBS Whistleblowing Services)

To make an **Online** report please click on the following link: <https://www.whistleblowingservice.com.au/aussie-broadband/> and then click on the **‘Make a Report’** button on the website. You will be redirected to the new page where you need to enter **‘AUSSIE2020’** in the **‘Unique Key’** field. Click on ‘next’ and follow the prompt. You will then be asked for will then ask you for your **“Client Reference Number”** that is **“dgyff234”**.

To make a phone report please call the following number: Australia – **1300 687 927** between 8am – 5pm, Monday - Friday. You will be asked to supply the same information to validate your report. When asked for **the “Unique Key”** please state **‘AUSSIE2020’** to the support person. The support person will then ask you for your **“Client Reference Number”** that is **“dgyff234”**.

4.0 Protections for eligible whistleblowers who make protected disclosures

4.1 Protection of identity

- (a) An **eligible whistleblower** who makes a **protected disclosure** is not required to identify themselves to Aussie Broadband or anyone else in order to be protected under this policy or the law.
- (b) An **eligible whistleblower** can:
 - (i) choose to remain anonymous while making a **protected disclosure**, over the course of an investigation, and after the investigation is finalised; and
 - (ii) refuse to answer questions that they feel could reveal their identity at any time.

- (c) If a person obtains information as a result of a **protected disclosure** that identifies or is likely to identify the **eligible whistleblower**, that person must not disclose that information to any person except:
- (i) with the **eligible whistleblower's** consent; or
 - (ii) to a **legal practitioner** for the purpose of obtaining legal advice or legal representation in relation to the operation of relevant whistleblower protection legislation; or
 - (iii) to ASIC, APRA or the AFP; or
 - (iv) if the **protected disclosure** relates to **tax affairs** – to the Commissioner of Taxation; or
 - (v) to any government authority for the purpose of assisting the authority in the performance of its functions or duties, as long as it has also been disclosed to ASIC, APRA or the AFP (or, if the **protected disclosure** relates to **tax affairs**, the Commissioner of Taxation).
- (d) However, a person may disclose information (other than the actual identity of the **eligible whistleblower**) if reasonably necessary for the purposes of investigating a matter that is relevant to the **protected disclosure** and if the person takes all reasonable steps to reduce the risk that the **eligible whistleblower** will be identified as a result.
- (e) Aussie Broadband will put in place measures including but not limited to the following to maintain confidentiality and to protect the identity of an **eligible whistleblower**:
- (i) the **eligible whistleblower** will be referred to in a gender-neutral context;
 - (ii) personal information of the **eligible whistleblower** will be redacted from any relevant documents;
 - (iii) all paper, electronic or other materials relating to a **protected disclosure** will be stored securely; and
 - (iv) access to information relating to a **protected disclosure** will, where appropriate, be limited to individuals involved in managing and investigating the disclosure.

4.2 Protection from certain liability

- (a) An **eligible whistleblower** will not be subject to any civil, criminal or administrative liability for making a **protected disclosure**.
- (b) However, this does not prevent an **eligible whistleblower** from being subject to any civil, criminal or administrative liability for conduct of the **eligible whistleblower** that is revealed by the **protected disclosure**.
- (c) Aussie Broadband will not exercise any contractual right, or seek any contractual remedy, against an **eligible whistleblower** on the basis that the **eligible whistleblower** made the **protected disclosure**, including termination of contract.
- (d) If the **protected disclosure** is made to the Commissioner of Taxation, or is a **public interest disclosure** or an **emergency disclosure**, the information contained in the **protected disclosure** is not admissible in evidence against the

person in criminal proceedings or in proceedings for the imposition of a penalty.

4.3 Protection from detriment

- (a) An **eligible whistleblower** must not suffer **detriment** or be otherwise disadvantaged in reprisal for making a **protected disclosure**.
- (b) Specifically, no one may cause or threaten to cause **detriment** to another person because they believe or suspect that any person may have made, proposes to make, or could make a **protected disclosure**.
- (c) Aussie Broadband will take all reasonable steps to protect **eligible whistleblowers** who make **protected disclosures** from suffering **detriment** including by:
 - (i) ensuring all **senior managers, nominated recipients** and **tax employees** are trained to identify and report behaviour that causes **detriment**;
 - (ii) ensuring that all employees and officers of Aussie Broadband are made aware of this policy and the right to make a **protected disclosure** without suffering **detriment**; and
 - (iii) enabling **eligible whistleblowers** to make a complaint to an **eligible recipient** if they believe they have suffered **detriment**.

4.4 Compliance with protections for eligible whistleblowers

An employee or officer of Aussie Broadband who fails to comply with clause 4.1(c), 4.3(a) or 4.3(b) may be subject to disciplinary action up to and including termination of employment. Such a person may also be in breach of the law, which may result in:

- (a) Civil liability to pay compensation, damages and/or a penalty; and/or
- (b) criminal liability to pay penalties and/or a maximum of two years' imprisonment.

5.0 Investigation of protected disclosures

5.1 Investigation of protected disclosures made to Aussie Broadband

- (a) The investigation procedure set out in clause 5.1 applies where an **eligible whistleblower** discloses a **disclosable matter** to a **senior manager, nominated recipient** or a **tax employee**.
- (b) In carrying out their obligations under clause 5.1, all persons must ensure they do not breach the confidentiality requirements in clause 4.1(c).
- (c) As soon as reasonably practicable after the **eligible recipient** receives a **disclosable matter**, the **eligible recipient** must:
 - (i) provide the **eligible whistleblower** with the protections set out in clause 4 on an interim basis until the investigation in clause 5.1(e)(i) is finalised; and
 - (ii) ask the **eligible whistleblower** if they consent to the **eligible**

recipient disclosing their identity, or information that may identify them, to:

- (A) a **whistleblowing officer**;
 - (B) the person(s) investigating the **disclosable matter**; and/or
 - (C) any other parties involved in the investigation of the **disclosable matter**, such as witnesses.
- (d) any other parties involved in the investigation of the **disclosable matter**, such as witnesses. Within a reasonable period of receipt of the **disclosable matter**, the **eligible recipient** must inform a **whistleblowing officer** of the nature and substance of the **disclosable matter**. If the **disclosable matter** involves information about a **whistleblowing officer**, the **eligible recipient** is not to inform that individual of the **disclosable matter**. The **eligible recipient** may inform an alternative individual if necessary.
- (e) The individual informed under clause 5.1(d) will take all necessary steps to facilitate an investigation into:
- (i) whether the **eligible whistleblower** disclosed a **disclosable matter** to an **eligible recipient**; and
 - (ii) if so, whether the **protected disclosure** is substantiated, partly substantiated, or unsubstantiated.
- (f) An investigation under clause 5.1(e):
- (i) may be undertaken internally or through the engagement of an external investigator. Where appropriate, the investigation may be undertaken under client legal privilege;
 - (ii) will be undertaken with the purpose of gathering all relevant evidence and in accordance with the rules of natural justice; and
 - (iii) will be undertaken in a confidential manner, including compliance with the confidentiality requirements in clause 4.1(c). Information about the **disclosable matter** will only be disclosed where necessary in order for an investigation to proceed effectively.
- (g) Where it is found under clause 5.1(e)(i) that the **eligible whistleblower** disclosed a **disclosable matter** to an **eligible recipient**, then a **protected disclosure** is made out and the **eligible whistleblower** will be afforded the protections in clause 4 on an ongoing basis.
- (h) If a **protected disclosure** is made and it relates to or mentions an employee or officer of Aussie Broadband, Aussie Broadband will ensure the fair treatment of the employee or officer by:
- (i) to the extent possible given the requirements set out in clause 4.1(c), making the employee or officer aware of the nature of the allegations relating to or mentioning them and updating the employee or officer on the progress of the investigation;
 - (ii) giving the employee or officer an opportunity to respond to the

allegations relating to or mentioning them; and

- (iii) making the employee or officer aware of EAP services available to them.

5.2 Investigation of protected disclosures made to WBS Whistleblower Services

- (a) At the time that WBS Whistleblower Services receives a **disclosable matter**, they must ask the **eligible whistleblower** for their consent to disclose the **eligible whistleblower's** identity, and information that may identify them, to:
 - (i) a **whistleblowing officer**; or
 - (ii) the person(s) investigating the **protected disclosure**; or
 - (iii) any other parties involved in the investigation of the **protected disclosure**, such as witnesses.
- (b) Within a reasonable period of receipt of a **disclosable matter** through WBS, WBS will prepare a report setting out the details of the **disclosable matter** (and the **eligible whistleblower's** consents given in accordance with clause 5.2(a), if any) and provide this report to a **whistleblowing officer**.
- (c) The individual who receives the report provided in clause 5.2(b) must then facilitate an investigation using the process set out in clauses 5.1(e) to 5.1(h).

5.3 Keeping eligible whistleblower informed

- (a) If an **eligible whistleblower** can be contacted, Aussie Broadband will provide them with an update at key stages of the investigation such as when the investigation has commenced, while the investigation is in progress and after the investigation has been finalised. The frequency of those updates will vary depending on the nature of the disclosure and investigation scope.
- (b) An **eligible whistleblower** will be given a summary of the investigation findings, unless Aussie Broadband is of the view that it would not be appropriate, for example, in order to preserve confidentiality.

6.0 Emergency and Public Interest Disclosure

Clause 6 does not apply to **disclosable matters** that relate to **tax affairs**.

6.1 Emergency disclosure

An **eligible whistleblower** may make an **emergency disclosure** to a Member of Parliament or a journalist where:

- (a) they have already made a **protected disclosure** to ASIC, APRA or a Commonwealth authority; and
- (b) they have reasonable grounds to believe that the information disclosed

concerns a substantial and imminent danger to the health or safety of either:

- (i) one or more persons; or
 - (ii) to the natural environment; and
- (c) they have notified the entity to which they made the **protected disclosure** that they intend to make an **emergency disclosure**; and
- (d) the extent of the information disclosed in the **emergency disclosure** is no greater than necessary to inform the recipient of the substantial and imminent danger.

6.2 Public interest disclosure

An **eligible whistleblower** may make a **public interest disclosure** to a Member of Parliament or a journalist where:

- (a) they have already made a **protected disclosure** to ASIC, APRA or a Commonwealth authority;
- (b) at least 90 days have passed since the **protected disclosure**;
- (c) they do not have reasonable grounds to believe that action has been or is being taken to address the matters to which the **protected disclosure** related;
- (d) they have reasonable grounds to believe that making the **public interest disclosure** in accordance with clause 6.2 would be in the public interest;
- (e) after the period referred to in clause 6.2(b), they have notified the entity to which they made the **protected disclosure** that they intend to make a **public interest disclosure**; and
- (f) the extent of the information disclosed in the **public interest disclosure** is no greater than necessary to inform the recipient of the **disclosable matters**.

7.0 Malicious Disclosures

This policy provides employees and officers of Aussie Broadband with an avenue to raise legitimate and serious concerns about **disclosable matters**. It is unacceptable for Aussie Broadband employees and officers to make malicious or false disclosures, or to knowingly provide false or misleading information regarding a disclosure. The making of a malicious or false disclosure or the provision of knowingly false or misleading information may be subject to disciplinary action up to and including termination of employment.

8.0 For more information contact

To obtain additional information before making a **protected disclosure**, or for any other queries on this policy, please contact the People & Culture Manager.

9.0 Training

Aussie Broadband will carry out training for Aussie Broadband employees to educate them on their rights and obligations under this policy and applicable whistleblower legislation.

Aussie Broadband will carry out separate training for **eligible recipients** within Aussie Broadband on how to respond to **protected disclosures**.

10.0 Review and Amendment

This policy will be periodically reviewed (and, if necessary, amended) by Aussie Broadband to ensure it is operating efficiently and complies with applicable legislation.