Whistleblower Protection Policy

YPC-POL-002-3

09 October 2024

Yarra Park City Pty Ltd (ACN 169 645 103)

Contents

Revision History Log

Ver. No	Section	Section Name	Page	Details of Amendments	Effective Date	e-Circular No.
1	All	All	All	New Document	30-Jun-2020	YPC/CIR/005
2	A3.7	Contact Details of Eligible Recipient	13	Change of Eligible Recipients from individual name to designation	24-May-2021	YPC/CIR/015
3	All	All	All	Refer Summary of Change	09-Oct-2024	YPC/CIR/029

Glossary

Term	Description
“AC”	Refers to the Audit Committee of YPC
“ASIC”	Refers to Australian Securities and Investment Commission
“APRA”	Refers to Australian Prudential Regulatory Authority
“BAS”	Refers to Business Activity Statement
“Corporations Act”	Refers to Corporations Act 2001
“employees”	Includes permanent, temporary, contract and part-time employees of YPC
“the Company” / “YPC”	Yarra Park City Pty Ltd and its associated companies, collectively
“Whistleblower Policy”	Refers to this Whistleblower Protection Policy
“YPC Board”	Board of Directors of Yarra Park City Pty Ltd

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A. POLICIES

A1. Overview

1. Introduction

1. This Whistleblower Protection Policy ("Whistleblower Policy") details the Yarra Park City Pty Ltd ("YPC" or "the Company") framework for receiving, investigating and addressing allegations of Misconduct or Improper State of Affairs or Circumstances (as defined in this Whistleblower Policy), which may relate to the Company itself, current and former directors, officers, agents, employees or contractors of the Company.

2. Policy Statement

1. The Company is committed to fostering a culture of ethical behaviour and good corporate governance. The Company recognises that any genuine commitment to instil these values and detect wrongdoing must include a reporting mechanism whereby employees and other persons can report their concerns freely and without fear of reprisal or intimidation.

2. The Company recognises the importance of providing a safe, supportive and confidential environment where people will feel secure when reporting wrongdoing. This Whistleblower Policy aims to instil the idea that reporting wrongdoing is not an act of disloyalty but a service to the Company, its stakeholders, and the wider community.

3. To encourage reporting of concerns, any individual who intends to make a report needs to be confident that they can raise concerns without being subject to Victimisation and that their concerns will be taken seriously. The Whistleblower Policy encourages a commitment by people at all levels of the Company to report Misconduct or Improper State of Affairs or Circumstances (as defined in this Whistleblower Policy). In doing so, this Whistleblower Policy aims to protect the people who come forward with their concerns that are covered under the Whistleblower Policy.

4. In addition, the Company will build awareness of this Whistleblower Policy by providing appropriate training to employees. The training will cover details on what may or may not amount to misconduct and how to raise it.

5. This Whistleblower Policy is available to officers and employees of the Company via the Company's intranet. A consistent version of this Policy is available to external persons via the Company's website.

3. Objectives

1. The objectives of this Whistleblower Policy are to:
   1.1. facilitate an environment that allows Eligible Whistleblowers the opportunity to speak up with the confidence that they will remain anonymous;
   1.2. provide any person making a report with an understanding of what will be a Whistleblower Disclosure under the Corporations Act and protected under this Whistleblower Policy;
   1.3. provide employees with a clear understanding of how reports will be handled;
   1.4. protect Eligible Whistleblowers from Detrimental Conduct;
   1.5. provide support to Eligible Whistleblowers throughout the reporting process;
   1.6. provide a system of fair treatment for employees of the Company who are mentioned in Whistleblower Disclosures or to whom such a disclosure relates; and
   1.7. ensure that any reports of Misconduct or Improper State of Affairs or Circumstances (as defined in Section A2) are taken seriously and dealt with appropriately.

2. This Whistleblower Policy is also underpinned by the Company's values to:
   2.1. maintain a safe and healthy work environment;
   2.2. respect for one another and our stakeholders;
   2.3. act fairly and honestly and to not tolerate dishonest behaviour; and
   2.4. operate within the law of the countries in which we operate.

4. Intended Audience

1. This Whistleblower Policy shall be read and adhered by all employees of YPC.

2. All employees shall familiarise themselves with and abide to this Whistleblower Policy. Any employee who fails to abide by this Whistleblower Policy may result in disciplinary action by the Company.

5. Reference

1. This Whistleblower Policy has been created in compliance with Part 9.4AAA of the Corporations Act and should be read in conjunction with YPC's Privacy Policy.

2. In the event of any inconsistency, the legislative requirements of the Corporations Act 2001 (Cth) ("Corporations Act") will override the provisions of this document.

6. Review and Approval

1. The content of this Whistleblower Policy will be reviewed periodically by the Board of Directors of Yarra Park City Pty. Ltd. ("YPC Board") or as and when there are changes to regulatory requirements, the direction and strategies of the Company.

End

A. POLICIES
A2. Whistleblower Disclosures

1. General

1. A Whistleblower Disclosure is a report of Misconduct or Improper State of Affairs or Circumstances made by an Eligible Whistleblower to an Eligible Recipient.

2. **"Eligible Whistleblower"** means a person who is currently, or was previously:
   2.1. an officer of the Company (within the meaning of the Corporations Act);
   2.2. an employee of the Company;
   2.3. an individual who supplies services or goods to the Company (whether paid or unpaid) or the employee of that individual;
   2.4. an individual who is an associate of the Company;
   2.5. a relative or a dependant of any individual referred to in the preceding points of this definition; or
   2.6. any other individual prescribed by law for the purposes of this paragraph in relation to the Company.

3. **"Eligible Recipient"** means any one of the following:
   3.1. an officer or senior manager of the Company or a related body corporate;
   3.2. an auditor, or member of an audit team conducting an audit, of the Company or a related body corporate;
   3.3. an actuary of the Company, if any;
   3.4. any other individual prescribed by the law;
   3.5. any other external whistleblowing channel prescribed by the law; or
   3.6. appointed personnel to receive disclosures that may qualify for protection.

Note: For further details, refer to section A3.7 Contact Details of Appointed Personnel

2. Misconduct or Improper State of Affairs or Circumstances

1. **"Misconduct or Improper State of Affairs or Circumstances"** means information which an Eligible Whistleblower has reasonable grounds to suspect misconduct, or an improper state of affairs or circumstances, in relation to the Company including if the Eligible Whistleblower suspects the Company (or officers or employees) has engaged in conduct which:

1.1. constitutes an offence against, or in contravention of, a provision of any of the following:
   1.1.1. the Corporations Act 2001 (Cth);
   1.1.2. the Australian Securities and Investment Act 2001 (Cth);
   1.1.3. the Banking Act 1959 (Cth);
   1.1.4. the Financial Sector (Collection of Data) Act 2001 (Cth);
   1.1.5. the Insurance Act 1973 (Cth);
   1.1.6. the Life Insurance Act 1995 (Cth);
   1.1.7. the National Consumer Credit Protection Act 2009 (Cth);
   1.1.8. the Superannuation Industry (Supervision) Act 1993 (Cth);
   1.1.9. the Taxation Administration Act 1953 (Cth); or
   1.1.10. an instrument made under any of the laws set out in the preceding bullet points in this Section A2, or
1.2. constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more; or
1.3. represents a danger to the public or the financial system; or
1.4. is prescribed by the law for the purposes of this paragraph.

2. Misconduct or Improper State of Affairs or Circumstances may include, but not limited to the following:
   2.1. fraud or fraudulent activity, or corrupt or unlawful behaviour;
   2.2. misleading or deceptive conduct, including conduct or representations which amount to improper or misleading accounting or financial reporting practices;
   2.3. anti-competitive behaviour;
   2.4. serious and mismanaged conflicts of interest;
   2.5. endangering the health and safety of any person, which has been reported to management but not acted upon; and/or
   2.6. creating a significant danger to the environment.

3. Duties of Employees in relation to Misconduct or Improper State of Affairs or Circumstances

1. It is expected that employees of the Company who become aware of Misconduct or Improper State of Affairs or Circumstances will make a report to an Eligible Recipient listed under this Whistleblower Policy.

2. A false report or one without reasonable grounds (“false report”) should not be made as this can unnecessarily damage the career prospects and reputation of individual who are the subject of the disclosure.

Note:
For further details, refer to A2.5 Disclosures Not Protected

4. Personal Work-related Grievances

1. This Whistleblower Policy (and protections under the Corporations Act) do not apply to reports of personal work-related grievances.

2. Personal work-related grievance means a grievance:
   2.1. about any matter in relation to the Eligible Whistleblower's employment or former employment, having or tending to have personal implications for the Eligible Whistleblower;
   2.2. that does not have significant implications for the Company except that it relates to the Eligible Whistleblower; and
   2.3. that does not concern conduct or alleged conduct referred to in Section A2.2 of this Whistleblower Policy.

3. Examples of personal work-related grievances may include, but are not limited to, the following:
   3.1. an interpersonal conflict between employees; and
   3.2. decisions relating to engagement, transfer or promotion of employment.

5. Disclosures Not Protected

1. An employee who makes a false report or Whistleblower Disclosure, but does not have reasonable grounds to suspect the information and / or the subject of the Whistleblower Disclosure concerned Misconduct or Improper State of Affairs or Circumstances, against the Company or another employee:
   1.1. is not entitled to the protections available for Eligible Whistleblowers under the Corporations Act or other applicable State and Federal anti-discrimination legislation;
   1.2. is not afforded any protection under this Whistleblower Policy;
   1.3. may be subject to disciplinary action, including up to termination of his / her engagement or employment; and
   1.4. may be guilty of an offence.

2. The making of a Whistleblower Disclosure will not prevent the Company from commencing or continuing with any investigation into allegations of misconduct against the Eligible Whistleblower or any management of the Eligible Whistleblower's performance that do not relate to the Eligible Whistleblower making a Whistleblower Disclosure.

3. The Company will take appropriate disciplinary action against an employee, up to and including termination of their engagement or employment, if they engage in substantiated Misconduct or Improper State of Affairs or Circumstances, if they Victimise a person or if they unreasonably fail to comply with this Whistleblower Policy.

End

A. POLICIES
A3. Complaint Procedures

1. Overview

1. The following diagram summarises the flow for Whistleblowing Procedure:

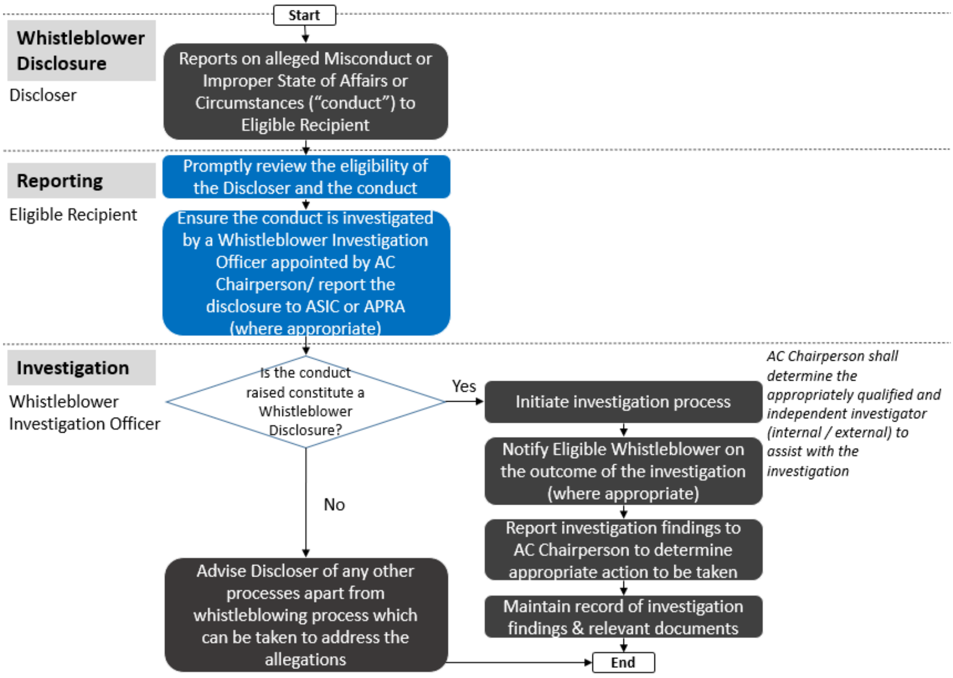

Diagram I: Whistleblowing Procedure

2. Whistleblower Disclosure

1. It is the Company's preference that any suspected Misconduct or Improper State of Affairs or Circumstances be reported internally to an Eligible Recipient listed in this Whistleblower Policy, in the first instance. However, the Company recognises that it will not always be appropriate to make an internal report of suspected Misconduct or Improper State of Affairs or Circumstances.

2. An Eligible Whistleblower may make a report of Misconduct or Improper State of Affairs or Circumstances:
   2.1. verbally or in writing to an Eligible Recipient;
   2.2. verbally or in writing to Australian Securities and Investment Commission ("ASIC"), Australian Prudential Regulatory Authority ("APRA") or a prescribed Commonwealth authority;
   2.3. verbally or in writing to the Commissioner of Taxation (if the Misconduct of Improper State of Affairs or Circumstances is information that may assist the Commissioner of Taxation to perform his or her duties under a taxation law in relation to the Company); or
   2.4. verbally or in writing to a registered tax agent or BAS agent who provides tax or BAS services to the Company or an employee or officer of the Company who has duties that relate to the tax affairs of the Company (if the Misconduct of Improper State of Affairs or Circumstances is information in relation to the tax affairs of the Company, which the person reporting considers may assist the recipient to perform functions of duties in relation to the tax affairs of the Company).

3. Public Interest Disclosure

1. Public Interest Disclosure means the disclosure of a report of Misconduct or Improper State of Affairs or Circumstances to a member of the Parliament of the Commonwealth, a State or a legislature of Territory, or a journalist in accordance with this clause.

2. An Eligible Whistleblower may make a Public Interest Disclosure if:
   2.1. at least 90 days has passed since an Eligible Whistleblower made an initial report to ASIC or APRA; and
   2.2. the Eligible Whistleblower does not believe, on reasonable grounds, that action is being taken, or has been taken, to address the Misconduct or Improper State of Affairs or Circumstances; and
   2.3. the Eligible Whistleblower has reasonable grounds to believe that making a further disclosure of the information in accordance with this clause would be in the public interest; and

2.4. after the end of that 90-day period, the Eligible Whistleblower gave to the body they had given their previous disclosure, a written notification which included sufficient information to identify the previous report of Misconduct or Improper State of Affairs or Circumstances, and stated that the Eligible Whistleblower intended to make a Public Interest Disclosure; and

2.5. the extent of the information disclosed is no greater than necessary to inform of the Misconduct or Improper State of Affairs or Circumstances.

3. Eligible Whistleblower(s) is encouraged to seek independent legal advice before making a Public Interest Disclosure. Any disclosures made to a legal practitioner for the purposes of obtaining legal advice or representation about the operation of Part 9.4AAA of the Corporations Act are protected disclosures.

4. Emergency Disclosure

1. **Emergency Disclosure** means an emergency report of Misconduct or Improper State of Affairs or Circumstances to a member of the Parliament of the Commonwealth or a State or the legislature of a Territory, or a journalist in accordance with this clause.

2. An Eligible Whistleblower may make an Emergency Disclosure if:

2.1. the Eligible Whistleblower made an initial report of Misconduct or Improper State of Affairs to ASIC or APRA; and

2.2. the Eligible Whistleblower has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment; and

2.3. after the Eligible Whistleblower's initial report, the Eligible Whistleblower then gave written notification to the body who received the initial report (which written notification includes sufficient information to identify the previous report of Misconduct or Improper State of Affairs or Circumstances and states that the Eligible Whistleblower intends to make an Emergency Disclosure); and

2.4. the extent of the information disclosed is no greater than necessary to inform of the substantial and imminent danger associated with the Misconduct or Improper State of Affairs or Circumstances.

3. Eligible Whistleblower(s) is encouraged to seek independent legal advice before making an Emergency Disclosure. Any disclosures made to a legal practitioner for the purposes of obtaining legal advice or representation about the operation of Part 9.4AAA of the Corporations Act are protected disclosures.

5. Disclosure Relates to an Eligible Recipient

1. If a Whistleblower Disclosure relates to an individual who qualifies as an Eligible Recipient, the Eligible Whistleblower may report the Whistleblower Disclosure to another Eligible Recipient, ASIC or APRA and cooperate with such entities (including in an investigation if necessary) so far as is lawfully required.

6. Duties of an Eligible Recipient

1. An Eligible Recipient who receives a Whistleblower Disclosure:
   1.1. must promptly review the disclosure; and
   1.2. must ensure the disclosure is investigated (where appropriate) by a Whistleblower Investigation Officer as set out in Section A4 of this Whistleblower Policy; and
   1.3. must where necessary and upon consultation with the AC Chairperson, report the alleged Misconduct or an Improper State of Affairs or Circumstances to ASIC or APRA (where appropriate) and cooperate with such entities so far as is lawfully required; and
   1.4. must not disclose information obtained (directly or indirectly) from the Whistleblower Disclosure if it would identify the Eligible Whistleblower or any information that is likely to lead to the identification of the Eligible Whistleblower unless the disclosure is made:
      1.4.1. with the Eligible Whistleblower's consent; or
      1.4.2. to a legal practitioner for the purposes of obtaining legal advice or representation in relation to a Whistleblower Disclosure; or
      1.4.3. to a person prescribed by law; and
   1.5. will treat all other information provided by the Eligible Whistleblower as strictly confidential and will only provide the information on an as-needed basis to:
      1.5.1. other Eligible Recipient(s);
      1.5.2. a person engaged to assist with addressing the Disclosure or implementing this Whistleblower Policy, such as professional advisor(s) and appointed investigator(s);
      1.5.3. persons involved in monitoring and/or overseeing this Whistleblower Policy; and
      1.5.4. as part of the information technology processes necessary to administer this Whistleblower Policy and any third party hosting these records; and
   1.6. must not Victimise an Eligible Whistleblower as a consequence of a Whistleblower Disclosure.

2. To maintain objectivity and impartiality in the investigation process, the criteria for an appropriate Whistleblowing Investigation Officer are defined as follows:
   2.1. The Whistleblower Investigation Officer must be independent of:
      2.1.1. the Eligible Whistleblower; and
      2.1.2. the subject of the disclosure; and
      2.1.3. the department involved in the disclosure.

7. Contact Details of Appointed Personnel

1. The appointed personnel to receive disclosures that may qualify for protection are as follows:

Appointed Personnel	Contact Number	Email
AC Chairperson		acchairperson@oskp.com.au
CIA / Head of Group Internal Audit	+(603)21610662	whistleblowing@oskgroup.com
Manager In Charge – Group Internal Audit	+(603)21771917	whistleblowing@oskp.com.au

End

A. POLICIES
A4. Investigations

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1. General

1. In accordance with clause Section A3.6 of this Whistleblower Policy, Eligible Recipients must ensure the disclosure is investigated (where appropriate) by a Whistleblower Investigation Officer appointed by AC Chairperson. The Whistleblower Investigation Officer may undertake an investigation themselves or seek AC Chairperson's approval to engage appropriately qualified and independent investigators to do so.

2. If the Whistleblower Disclosure relates to the Whistleblower Investigation Officer, then the Eligible Recipient must instead make the report to the senior officer authorised by AC Chairperson who will then act as Whistleblower Investigation Officer for that investigation.

2. Investigation Process

1. All Whistleblower Disclosures will be treated seriously, and assessed and considered by the Company in determining whether the report should be investigated. The investigation process will vary depending on the nature of the report.

2. Any investigations commenced will be conducted in a timely manner. All employees and contractors must cooperate with any investigations.

3. Roles and Responsibilities of the Whistleblower Investigation Officer

1. The Whistleblower Investigation Officer will:
   1.1. provide assistance to the Eligible Whistleblower in relation to the process and this Whistleblower Policy;
   1.2. consider whether the conduct raised constitutes a Whistleblower Disclosure and where it does not, advise the discloser of any other processes outside of the whistleblower process that can be taken to address the allegations;
   1.3. enable the investigation into the Misconduct or Improper State of Affairs or Circumstances; and
   1.4. maintain the Eligible Whistleblower's confidentiality, privacy and anonymity (as required).

4. Communication with the Whistleblower	1. If appropriate, the Eligible Whistleblower will be informed of the outcome of the investigation and may be provided with information relating to the outcome of the investigation. If this occurs, the Eligible Whistleblower must maintain confidentiality of such information and not disclose any information provided to them to any person.
5. What happens after the Investigation?	1. At the conclusion of the investigation, the Whistleblower Investigation Officer / engaged independent investigator will report their findings to the AC Chairperson who will determine the appropriate response in accordance with this Whistleblower Policy, any other applicable Company Policies and any applicable legislation. 2. The response will aim to rectify any Misconduct or Improper State of Affairs or Circumstances and take the action necessary to prevent any future occurrences of the same of similar conduct. 3. Where issues of discipline arise, the response by the Company will be made in accordance with any relevant legislation.

End

A. POLICIES
A5. Confidentiality and Privacy

1. Anonymity of Whistleblower's Identity

1. An Eligible Whistleblower is able to anonymously make Whistleblower Disclosures. The Eligible Recipient whom an Eligible Whistleblower makes his / her report to will not reveal the Eligible Whistleblower's identity, or any information that is likely to lead to the identification of the employee's identity, unless:
   1.1. the Eligible Whistleblower consents to the disclosure of their identity; or
   1.2. the disclosure of the Eligible Whistleblower's identity is required or permitted under any applicable legislation; or
   1.3. if it is reasonably necessary to investigate the report of Misconduct or Improper State of Affairs or Circumstances, in accordance with clause in A5.1.2 below.

2. If it is reasonably necessary to disclose certain information about the report the Eligible Whistleblower has made, excluding the Eligible Whistleblower's identity, for the purposes of investigating the Misconduct or Improper State of Affairs or Circumstances, the Company will take all reasonable steps to reduce the risk that the Eligible Whistleblower will be identified through this process.

3. It is possible that someone might deduce the employee's identity without there having been a breach of confidentiality as a consequence of the nature of the investigatory process.

2. Unauthorised Disclosures

1. The following unauthorised disclosures will be regarded as a disciplinary matter and will be dealt within the appropriate manner by the Company:
   1.1. the identity of a whistleblower who has made a report of Misconduct or Improper State of Affairs or Circumstances; or
   1.2. information from which the identity of the whistleblower could be inferred.

2. Such unauthorised disclosures may also constitute an offence under the Corporations Act and other laws and may attract penalties.

3. Privacy Issues

1. Personal information will be protected in accordance with the Company's Privacy Policy and any applicable legislation.

4. Not Actionable

1. An Eligible Whistleblower who makes a Whistleblower Disclosure will not be subject to any civil, criminal or administrative liability (including disciplinary action) for making the disclosure. No contractual or other remedy may be enforced, and no contractual or other right may be exercised, against them on the basis of the disclosure. Notwithstanding the foregoing, any reasonable administrative action carried out unrelated to the Whistleblower Disclosure will not be deemed a breach of this section.

End

A. POLICIES
A6. Protection from Victimisation

1. General

1. The Company is committed to ensuring confidentiality in respect of all matters raised under this Whistleblower Policy.

2. Eligible Whistleblower Will Not Be Victimised

1. The Company and its employees, officers and directors must not, directly or otherwise, Victimise an Eligible Whistleblower as a consequence of a Whistleblower Disclosure. The Company will promptly investigate allegations of breach of Victimisation under this Whistleblower Policy.

2. **"Victimisation"** means engaging in, or threatening to engage in, Detrimental Conduct against a person because the perpetrator of the Detrimental Conduct believes or suspects the person or any other person made, may have made, proposes to make, or could make a Whistleblower Disclosure and the belief or suspicion is the reason or part of the reason for the conduct.

3. **"Victimise"** has a corresponding meaning to Victimisation.

4. **"Threats or threaten"** for the purposes of Victimisation can be express, implied, conditional or unconditional and it is not necessary to prove that the person actually feared the threat would be carried out, but the perpetrator must have intended the other person to fear that the threat would be carried out or been reckless as to causing that fear.

5. **"Detrimental Conduct"** includes:
   - 5.1. dismissal of an employee;
   - 5.2. injury of an employee in their employment;
   - 5.3. alteration of an employee's position or duties to their disadvantage;
   - 5.4. discrimination between an employee and other employees of the same employer;
   - 5.5. harassment or intimidation of a person;
   - 5.6. harm or injury to a person, including psychological harm;
   - 5.7. damage to a person's property;
   - 5.8. damage to a person's reputation;
   - 5.9. damage to a person's business or financial position; or
   - 5.10. any other damage to a person.

6. "Detrimental Conduct" does not include reasonable administrative action, such as managing unsatisfactory work performance in line with the Company's performance management framework.

3. Protection Available

1. The Company will take all reasonable steps to ensure that adequate and appropriate protection is being provided to those who make a report.

2. Investigator(s) and person(s) involved in the investigation and who have acted in good faith and with propriety shall also be accorded the same protection as the Whistleblower.

3. The protection applies if the matter is proven or not and regardless of whether it is reported to an external authority. If an employee believes that he / she has suffered any of the abovementioned treatment as a result of raising a concern, the employee should inform the Whistleblower Investigation Officer.

4. The Company will provide protection and support to Eligible Whistleblowers who make a Whistleblower Disclosure under this Whistleblower Policy, such as:
   - 4.1. Undertaking an assessment of risk, and ways to control or mitigate and monitor risk, that a person may be subjected to actual or threatened detriment;
   - 4.2. For Eligible Whistleblowers who are current employees, other workplace assistance.

End

A. POLICIES
A7. Treatment of Employees Referred to in Reports

1. General	1. The Company will ensure that the investigation process will be thorough, objective, fair and independent of anyone, or any business unit of the Company, who is the subject of the Whistleblower Disclosure.
2. Handling the Identity of Accused Persons with Confidentiality	1. The identity of accused individuals will only be disclosed on a strict need-to-know basis and information containing the identity of the accused individual will only be available to individuals who are directly involved in an investigation, or those involved due to their role within the Company (for example, senior management), on a need-to-know basis.
3. Preserve a Presumption of Innocence During the Investigation Process	1. Any investigations will only be initiated if there are reasonable grounds to suspect wrongdoing provided by the discloser. If there are reasonable grounds and an investigation ensues, the presumption of innocence applies to the accused.

End