

Whistleblower Policy

Apiam Animal Health

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1. DEFINITIONS

- 1.1. Apiam Animal Health (Apiam) means:
- (i) Apiam Animal Health Limited; and
 - (ii) any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)); and
 - (iii) any entity that controls, is controlled by or is under common control with Apiam; and
 - (iv) any other entity that is connected with the Employer or any other member of the Group by a common interest in an economic enterprise, for example, a partner or another member of a joint venture.
- 1.2. A Whistleblower means a current officer of Apiam, a current employee of Apiam or a contractor (or the employee of a contractor) of Apiam, who reports misconduct or dishonest or illegal activity that has occurred within Apiam.

2. AIM

- 2.1. The Corporations Act 2001 (Cth) and the Tax Administration Act 1953 (Cth) provide for protections for whistleblowers (Whistleblower Protection Scheme).
- 2.2. The purpose of this policy is to set out:
- 2.2.1. information about the types of disclosures that qualify for protection under the Whistleblower Protection Scheme;
 - 2.2.2. information about the protections available to whistleblowers, including protections under the Whistleblower Protection Scheme;
 - 2.2.3. information about to whom disclosures that qualify for protection under the Whistleblower Protection Scheme may be made, and how they may be made;
 - 2.2.4. information about how Apiam will support whistleblowers and protect them from detriment;
 - 2.2.5. information about how Apiam will investigate disclosures that qualify for protection;
 - 2.2.6. information about how Apiam will ensure fair treatment of employees of who are mentioned in disclosures that qualify for protection, or to whom such disclosures relate; and
 - 2.2.7. information about how this policy is to be made available to officers and employees of Apiam.

3. SCOPE OF THE WHISTLEBLOWER PROTECTION SCHEME

3.1. Protectable Whistleblowing Disclosures within Apiam

Any disclosure is quantifiable and protected if:

- (i) It is a criminal offence;
- (ii) It is a miscarriage of justice;
- (iii) It is a breach of a legal obligation by Apiam;
- (iv) It poses danger to the health and safety of any individual; or
- (v) Any deliberate covering up of information relating to the above matters.

3.2. Determinants of Protectable Disclosures within Apiam

The following are the primary types of disclosures that 'qualify' for protection under the Scheme:

3.2.1. disclosures by an 'eligible whistleblower' to ASIC, the Commissioner of Taxation, a prescribed Commonwealth authority or a legal practitioner; or

3.2.2. disclosures by an 'eligible whistleblower' to an 'eligible recipient', if:

3.2.2.1. the disclosure has 'reasonable grounds';

3.2.2.2. to 'suspect';

3.2.2.3. that the disclosed information concerns:

- misconduct; or
- an improper state of affairs or circumstances.

The misconduct or an improper state of affairs can be in respect of general matters or relating to tax affairs.

There is an additional category of disclosures called 'emergency disclosures'. These can be made to journalists and members of Parliament but only if the discloser complies with the following strict requirements:

- (i) the discloser must have first made a qualifying disclosure to ASIC, the Commissioner of Taxation or a prescribed Commonwealth authority;
- (ii) a reasonable period must have passed since that disclosure was made;
- (iii) the discloser has reasonable grounds to believe that there is an imminent risk of serious harm or damage to public health or safety, or the financial system, if the information is not acted on immediately; and
- (iv) after the end of the reasonable period, the discloser gave notice to the body to which the original disclosure was made that states that they intend to make an emergency disclosure to which notice includes sufficient information to identify the original disclosure.

3.3. Who is an 'eligible whistleblower'?

The following persons are capable of being 'eligible whistleblowers':

- (i) any officer of Apiam;
- (ii) any employee of Apiam; and
- (iii) any person who supplied goods or services to Apiam or its employees.

The concept of '*eligible whistleblowers*' extends to any persons who previously held any of the above positions of functions. It also extends to family members of these persons.

3.4. Who is an 'eligible recipient' within Apiam?

An eligible recipient will be:

- (i) any of Apiam's officers;
- (ii) Apiam's auditors or actuaries;
- (iii) any person authorised by Apiam to receive quantifying disclosures (People & Culture); or
- (iv) a person who supervises or manages an employee (if the disclosure is made by that employee).

Board Members are specifically authorised by Apiam to receive disclosures under the Whistleblower Protection Scheme.

4. PROTECTIONS

4.1. Confidentiality

Strict confidentiality obligations apply in respect of any disclosures that qualify for protection. However, the individual providing the disclosure must provide their name to the recipient.

Unless the discloser consents, their identity or any information that may lead to the disclosure of their identity must not be disclosed by the recipient to any other person (subject to the exceptions set out below).

To ensure that there are no inadvertent breaches of confidentiality obligations, disclosers are encouraged to consent to their identity being disclosed (if they feel comfortable to do so). Being able to share a discloser's identity will also assist in an efficient investigation of the matters that a whistleblower discloses. However:

- 4.1.1. Anonymous disclosures are still capable of being protected (though it may be difficult to investigate these disclosures effectively)
- 4.1.2. If a discloser does not consent to their identity being disclosed to any other person, it will still be lawful to:
- 4.1.3. disclose their identity to:
 - ASIC, the AFP or the Commissioner of Taxation;
 - a legal practitioner for the purpose of obtaining advice about the disclosure; or
 - a body prescribed by the regulations, and

- 4.1.4. disclose information that may lead to the identification of the individual if this is reasonably necessary for the purpose of investigating the disclosure.

4.2. Apiam cannot pursue action against the discloser

Apiam will be prohibited from pursuing any civil, criminal, administrative or contractual action against a person in relation to any protected disclosure that they make.

4.3. Detriments and threats of detriment prohibited

The Whistleblower Protection Scheme makes it unlawful:

- 4.3.1. For a person to engage in conduct against another person that causes or will cause a detriment:

- (a) in circumstances where the person believes or suspects that the other person or a third person made, may have made, proposes to make or could make a qualifying disclosure; and
- (b) in the belief that the person is the reason or part of the reason for their conduct.

Threats of detriments will also be unlawful if:

- (i) 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; and
- (ii) the threat was made because the person makes or may make a qualifying disclosure.

The meaning of 'detriment' is very broad and includes:

- (i) dismissing an employee
- (ii) injuring an employee in their employment;
- (iii) altering an employee's position or duties to their disadvantage;
- (iv) discriminating between an employee and other employees;
- (v) harassing or intimidating a person;
- (vi) harming or injuring a person; and
- (vii) damaging a person's property, reputation, business or financial position.

4.4. Court Orders

Courts are given broad scope to make orders remedying a detriment or threatened detriment. These include making/ordering injunctions, compensation orders (including against individual employees and their employers), reinstatements, exemplary damages, and the making of apologies. Civil and criminal sanctions also apply to breaches of the Whistleblower Protection Scheme.

4.5. Are there any other protections that are available?

If a disclosure qualifies for protection under the Whistleblower Protection Scheme, that disclosure may also amount to the exercise of a workplace right by either an Apiam employee or contractor. Apiam 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.

5. RESPONSIBILITIES

It is the responsibility of all Apiam personnel to be aware of and understand the scope of the Whistleblower Protection Scheme and the protections that are afforded to eligible whistleblowers, and to comply with the Whistleblower Protection Scheme's requirements.

Although whistleblowing reports may be made to a range of Apiam representatives (see paragraph 3.4 above), the following have special responsibilities under this policy.

Apiam supervisors and officers

- With assistance from the People & Culture Team, ensure that all Apiam personnel receive training in the operation of this policy;
- Ensure that all Apiam personnel receive training in the operation of this policy and that the policy is available on the Apiam intranet and as part of the induction of any personnel;
- Enforce this policy on a day to day basis; and
- Pass on any reports that they believe may be eligible for protection under the Whistleblower Protection Scheme to a Board Member.

Board Members

- Assess whether any disclosures reported to them by the above persons (or by a whistleblower directly) are protected disclosures; and
- Investigate, or coordinate the investigation of matters that are contained in eligible disclosures.

6. SUPPORT, INVESTIGATIONS AND FAIR TREATMENT

Apiam is committed to transparency and to building an environment in which personnel feel free to raise legitimate issues relating to misconduct or any improper state of affairs or circumstances that may be affecting Apiam's operations.

Whenever an eligible disclosure is made, Apiam People & Culture Team will reiterate the requirements of this policy with any person against whom a disclosure may be made or with whom the discloser may work directly to ensure that the protections afforded under the Whistleblower Protection Scheme are not undermined. Disciplinary action up to and including dismissal may be taken against any person who causes or threatens to cause any detriment against a whistleblower.

At the same time, it is crucial that due process be observed before any action is taken against a person against whom a disclosure is made. Such action will only occur where there is cogent evidence of the alleged misconduct or improper state of affairs or circumstances.

Eligible disclosures will often be investigated internally by Apiam People & Culture Team. However, it may sometimes be appropriate for investigations to be carried out externally on behalf of Apiam. Whether an investigation will be carried out externally will depend on the seriousness of the allegations and who they relate to.

7. VEXATIOUS DISCLOSURES

A discloser will only be protected if they have objectively reasonable grounds to suspect that the information that they disclose concerns misconduct or an improper state of affairs or circumstances.

The protections under the Whistleblower Protection Scheme will not extend to vexatious complaints. If any investigation of a disclosure demonstrates that it was not made on reasonable grounds or in good faith, it will not be protected.

Depending on the circumstances, it may be appropriate for Apiam to take disciplinary action against any person who does not have reasonable grounds for their disclosure. Such action may include the termination of employment.

8. OTHER MATTERS

Any breach of this Policy may result in disciplinary action, up to and including termination of employment.

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 Apiam. This Policy may be varied by Apiam from time to time.

This policy was approved and adopted by the Board on 13 December 2018.