

## MAINFREIGHT GROUP (Australia)

### WHISTLEBLOWER POLICY

#### 1. **Purpose**

- 1.1 Mainfreight has a culture which encourages free, open and frank discussion always. Mainfreight wants to ensure that all team members are empowered to do their utmost to defend the integrity of Mainfreight's business by being vigilant and speaking out against wrongdoings within Mainfreight. It is expected that (in order to be an ethical operator and good corporate citizen) all team members should report any breaches, as outlined in this Policy, and that they should feel comfortable in doing so without fear of reprisal.
- 1.2 This Policy outlines when, how and to what extent a team member will be provided with protection when disclosing any information which relates to the integrity of Mainfreight's business. This Policy is designed to help you understand your rights and our obligations under the "whistleblower provisions" contained in the *Corporations Act*.
- 1.3 For the purposes of this Policy, "Mainfreight" means the entities of Mainfreight Limited which are registered in Australia.
- 1.4 Words which are capitalised and in italics (for example *Eligible Whistleblower*) are defined in Appendix A, Part 1.

#### 2. **Who does this Policy apply to?**

- 2.1 It is important to note that this Policy applies to individuals who **currently have, or have previously had**, a relationship with Mainfreight. These individuals are referred to as *Eligible Whistleblowers*.

#### 3. **When will protection be provided under the Policy?**

- 3.1 When the individual is an *Eligible Whistleblower* they will be provided with protection when disclosing information ("*Protected Disclosure*"):
  - a) that is related to a *Disclosable Matter* to an *Eligible Recipient* or *Government Recipient*;
  - b) to a lawyer for the purposes of obtaining legal advice or representation about the "whistleblower provisions" of the *Corporations Act* (even if the lawyer determines that the information would not be a *Disclosable Matter*); or
  - c) to a journalist or parliamentarian where it is related to an *Emergency Disclosure* or *Public Interest Disclosure*.
- 3.2 There is no requirement to be able to prove the allegation and you may still qualify for protection even if the disclosure turns out to be incorrect. Mainfreight's main concern is discovering where there may be wrongdoing in our business and full protection will be provided in all instances, where applicable.
- 3.3 You may also be protected where the disclosure contains information in relation to the tax affairs of Mainfreight in accordance with the Taxation Administration Act 1953 (Cth). Relevant disclosures under that Act can be made to the ATO in addition to an *Eligible Recipient* or *Government Recipient*.

#### 4. **What is a *Disclosable Matter* and what matters will this Policy not apply to?**

- 4.1 "*Disclosable Matters*" involve information which is disclosed in relation to the discloser having *Reasonable Grounds to Suspect* that:
  - a) *Misconduct* or an *Improper State of Affairs* exists in relation to Mainfreight or an entity related to Mainfreight Limited; or
  - b) Mainfreight or a related entity of Mainfreight Limited has engaged in conduct that would be *Unacceptable Conduct*.
- 4.2 The following are some **examples** of *Disclosable Matters* that could arise within Mainfreight:
  - a) illegal conduct, such as the organised theft of freight from depots or warehouses;

- b) offering a bribe in order to win a tender;
- c) systemic failure to follow our Chain of Responsibility obligations;
- d) deliberately paying an owner-driver or supplier of services more than they are entitled to and receiving a kick-back.

4.3 If the disclosure is **only** in relation to a *Personal Work-Related Grievance*, then generally the **discloser will not** be entitled to protection. However, a *Protected PWRG* may qualify for protection.

4.4 Some **examples** of *Personal Work-Related Grievances* are:

- a) a decision not to transfer/promote the discloser;
- b) a decision about terms and conditions in an owner-driver or employment contract; or
- c) a disagreement between team members.

## 5. **Who can receive a disclosure?**

5.1 Either an *Eligible Recipient* or *Government Recipient* can receive a disclosure under this Policy which may qualify for protection.

5.2 You are also entitled to make an *Emergency Disclosure* or *Public Interest Disclosure*. However, If you wish to make an *Emergency Disclosure* or *Public Interest Disclosure*, then it is important to understand that there are additional criteria that must be met prior to making that disclosure. It is highly recommended that you seek independent legal advice prior to making such a disclosure.

5.3 You may seek additional information from the *Whistleblower Protection Officer* in relation to the subject matter contained in a potential disclosure or the operation of this Policy. If you have any concerns prior to seeking information or making a disclosure to Mainfreight then it is highly recommended that you seek independent legal advice.

## 6. **How to make a disclosure**

6.1 A disclosure can be made under this Policy to an *Eligible Recipient* or a *Government Recipient*. A disclosure can be made anonymously and may still apply for protection under this Policy.

6.2 In order to ensure that any allegations are dealt with as quickly and efficiently as possible, we encourage that any disclosures be made to the *Whistleblower Protection Officer* in the first instance and that you refer to this Policy.

6.3 You can choose to remain anonymous while making a disclosure, during the investigation and once the investigation is finalised. You may also refuse to answer questions which you feel may reveal your identity at any stage of the investigation.

6.4 Where you have requested to remain anonymous, Mainfreight will protect your anonymity by using a pseudonym throughout the investigation process and ensuring that any information is censored which could reveal your identity.

## 7. **Legal protections available and how Mainfreight will support and protect disclosers**

7.1 When an *Eligible Recipient* makes a *Protected Disclosure* they will be provided with protection in accordance with Appendix A, Part 2.

7.2 However, the "whistleblower protections" **do not provide you with immunity** from any wrongdoings which you may have been involved in which are revealed in the disclosure.

7.3 It is highly recommended that you seek independent legal advice or contact ASIC or APRA if you believe that you may have suffered, or are threatened with suffering, detriment or if Mainfreight (or any person) may be in breach of this Policy.

## **8. Handling and investigating disclosures**

- 8.1 Whenever Mainfreight receives a disclosure the following key steps will be undertaken:
- a) if it is not stated in the disclosure (and the identity of the discloser can be determined), then Mainfreight will verify if the discloser wishes to remain anonymous throughout and after the investigation;
  - b) Mainfreight will as quickly as possible (having regard to the discloser's relationship with Mainfreight and the nature of the information disclosed) advise whether the disclosure will qualify for protection under this Policy; and
  - c) the disclosure will be reviewed to determine whether enough information is provided in the disclosure to enable Mainfreight to effectively commence a formal investigation.
- 8.2 When the disclosure is covered under this Policy, Mainfreight will conduct the investigation fairly, objectively and in accordance with Mainfreight's policies and procedures, including this Policy and the Mainfreight Code of Conduct. All disclosures will be handled confidentially. Any person implicated by a disclosure or required to provide information during an investigation will be treated in accordance with the principles of natural justice and procedural fairness prior to any action being taken against them.
- 8.3 Mainfreight shall ensure that the confidentiality of all individuals involved in the investigation shall be maintained, except to the extent that it is reasonably necessary for an identity to be disclosed throughout the investigation process.
- 8.4 Mainfreight takes every disclosure seriously and will endeavour to provide regular updates to the discloser. The timeframe to complete an investigation, provide updates and to report on any findings will vary depending on the nature of the allegations involved in a disclosure. The timeframe of any investigation may also be hindered where the discloser refuses or fails to provide a means of contact.
- 8.5 If you are approached as part of an investigation under this Policy then you are required to provide any assistance possible in a timely manner and you must maintain confidentiality of the discloser's identity (if known) at all times. Any person involved in an investigation may commit an offence under the *Corporations Act* if they fail to maintain confidentiality.
- 8.6 The findings and recommendations of an investigation will be provided to Mainfreight's Board for further action. Your confidentiality shall be maintained in any such report where it is required under this Policy. However, depending on the findings of the investigation, there may be circumstances where it will not be appropriate to provide the discloser with the outcome of the investigation.

## **9. Disclosures made outside of Australia or in relation to Mainfreight entities outside of Australia**

- 9.1 You are entitled to make a disclosure under this Policy regardless of where you are in the world or where the Mainfreight Limited entity your disclosure relates to is situated. If you are outside of Australia and the disclosure concerns conduct, people or operations outside of Australia then specific requirements and additional or alternative protections may be applicable to you.

## **10. Accessibility of the Policy**

- 10.1 This Policy is published and accessible on Mainfreight's website to all members of the public.

## **11. Review**

- 11.1 This Policy is current as at 25 November 2020 and will be reviewed from time to time to ensure compliance with applicable laws and practice guidelines or regulations.

**APPENDIX A**

**PART 1 – DEFINITIONS AND FURTHER INFORMATION**

<b>Term</b>	<b>Definition</b>
<i>Authorised Entity</i>	Means any of the following: <ul style="list-style-type: none"> <li>- ASIC, APRA or a member of the Australian Federal Police;</li> <li>- a lawyer (for the purposes of advice or seeking representation about the “whistleblower provisions” of the <i>Corporations Act</i>); or</li> <li>- a person or body prescribed by regulations (as of November 2020, no such person or body is prescribed)</li> </ul>
<i>Corporations Act</i>	Means the <i>Corporations Act 2001</i> (Cth).
<i>Eligible Recipient</i>	Means any of the following individuals: <ul style="list-style-type: none"> <li>- an officer (e.g. <b>director</b>) or senior manager (e.g. <b>a general manager</b>) of Mainfreight or any entity related to Mainfreight Limited;</li> <li>- an internal or external auditor or actuary of Mainfreight or any entity related to Mainfreight Limited (as of November 2020, Mainfreight’s external auditor is Ernst &amp; Young); or</li> <li>- the <i>Whistleblower Protection Officer</i></li> </ul>
<i>Eligible Whistleblower</i>	Means an individual who currently has, or previously had, a relationship with Mainfreight as the following: <ul style="list-style-type: none"> <li>- an officer or team member (e.g. <b>full-time, casual, intern, managers, directors</b>)</li> <li>- a supplier of services or goods to Mainfreight (whether paid or unpaid) including their employees (e.g. <b>owner-drivers, consultants, labour-hire providers</b>)</li> <li>- an associate of Mainfreight (e.g. <b>a director of any entity that is related to Mainfreight Limited</b>)</li> <li>- a relative, dependant or spouse of anyone listed above (e.g. <b>a full-time team member’s partner, an owner-driver’s child</b>)</li> </ul>
<i>Emergency Disclosure</i>	The disclosure of information to a journalist or parliamentarian where: <ul style="list-style-type: none"> <li>- the discloser has previously made a disclosure of information to ASIC, APRA or another Commonwealth body prescribed by regulation;</li> <li>- the discloser has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health and safety of one or more persons or the natural environment;</li> <li>- before making the disclosure, the discloser has given written notice to the body to which the previous disclosure was made that includes sufficient information to identify the previous disclosure and states that the discloser intends to make this disclosure; and</li> <li>- the extent of the information disclosed in this disclosure is no greater than is necessary to inform the journalist or parliamentarian of the substantial or imminent danger.</li> </ul>
<i>Government Recipient</i>	Means ASIC, APRA or another Commonwealth body prescribed by regulation (as of November 2020, no such body has been appointed).
<i>Improper State of Affairs</i>	Has no set definition and may include Mainfreight’s behaviour and practices that could hurt the environment or consumers (which may not be unlawful). <b>An example may be that Mainfreight is failing to follow safe dangerous goods storage or transit obligations (this is both unlawful and a potential risk to the environment).</b>
<i>Misconduct</i>	Includes fraud, negligence, default, breach of trust and breach of duty (e.g. <b>a director not acting in the best interests of Mainfreight</b> ).
<i>Personal Work-Related Grievance</i>	Means an issue or complaint that relates to the discloser’s current or former employment and generally only effects the discloser personally and does not have other significant implications on Mainfreight or relate to another <i>Disclosable Matter</i> .
<i>Protected Disclosure</i>	Means the types of disclosures as outlined in section 3.1 of this Policy.
<i>Protected PWRG</i>	Means a disclosure about, or including, a Personal Work-Related Grievance and: <ul style="list-style-type: none"> <li>- the information also relates to <i>Misconduct</i>, or information about <i>Misconduct</i> is provided with a <i>Personal Work-Related Grievance</i> (e.g. <b>the Personal Work-Related Grievance that you have experienced is part of a wider or systemic issue within Mainfreight</b>);</li> </ul>

	<ul style="list-style-type: none"> <li>- the information relates to a breach of employment laws punishable by a prison sentence of 12 months or more, conduct that may endanger the public or <i>Misconduct</i> unrelated to the discloser's personal circumstances;</li> <li>- the discloser is, will, or may potentially, suffer harm for making a disclosure; or</li> <li>- the discloser is seeking legal advice or representation in relation to the operation of the "whistleblower protections" of the <i>Corporations Act</i>.</li> </ul>
<i>Public Interest Disclosure</i>	<p>The disclosure of information to a journalist or parliamentarian where:</p> <ul style="list-style-type: none"> <li>- at least 90 days have passed since the discloser made the disclosure to ASIC, APRA or another Commonwealth body prescribed by legislation;</li> <li>- the discloser does not have reasonable grounds to believe that action is being, or has been, taken in relation to their disclosure;</li> <li>- the discloser has reasonable grounds to believe that making a further disclosure of the information is in the public interest; and</li> <li>- before making the disclosure, the discloser has given written notice to the body to which the previous disclosure was made that includes sufficient information to identify the previous disclosure and states that the discloser intends to make this disclosure.</li> </ul>
<i>Unacceptable Conduct</i>	<p>Means conduct that:</p> <ul style="list-style-type: none"> <li>- would be a breach of any of the following: <ul style="list-style-type: none"> <li>o the <i>Corporations Act 2001</i>;</li> <li>o the <i>Australian Securities and Investments Commission Act 2001</i>;</li> <li>o the <i>Banking Act 1959</i>;</li> <li>o the <i>Financial Sector (Collection of Data) Act 2001</i>;</li> <li>o the <i>Insurance Act 1973</i>;</li> <li>o the <i>Life Insurance Act 1973</i>;</li> <li>o the <i>National Consumer Credit Protection Act 2009</i>;</li> <li>o the <i>Superannuation Industry (Supervision) Act 1993</i>; or</li> <li>o an instrument made under any Act in section 3.1(b)(1) – (8);</li> </ul> </li> <li>- would be a breach of any other Commonwealth law and would be punishable by a prison sentence of 12 months or more;</li> <li>- could cause danger to the public or financial system; or</li> <li>- is prescribed by regulation (as of November 2020, nothing is prescribed)</li> </ul>
<i>Whistleblower Protection Officer</i>	<p>Means an individual authorised by Mainfreight to receive disclosures:</p> <p><b>Shona Taylor</b>  <a href="mailto:shonat@mainfreight.com.au">shonat@mainfreight.com.au</a>  +61 3 8432 6407</p>

## PART 2 – PROTECTION AVAILABLE

### Identity protection (confidentiality)

- 1.1 A person cannot disclose the identity, or information which may lead to the identification, of a discloser which has been obtained directly or indirectly because of a *Protected Disclosure*. It is illegal for a person to breach this section 1.1 other than where an exception applies. The exceptions are outlined in section 1.2 and 1.3 of this Appendix A, Part 2.
- 1.2 A person may disclose the identity of the discloser to an *Authorised Entity* or with the consent of the discloser.
- 1.3 A person may disclose the information in a disclosure **with or without** the discloser's consent if:
- the information does not include the discloser's identity;
  - all reasonable steps have been taken to reduce the risk that the identity of the discloser will be revealed from the information; **and**
  - it is reasonably necessary for investigating the issues raised in the disclosure.
- 1.4 Mainfreight will, amongst other measures, protect your confidentiality by redacting information which may reveal your identity and by restricting the number of people involved in the investigation process to reduce information being released.

### Protection from detrimental acts or omissions

- 1.5 A person cannot engage in conduct (or threaten to engage in conduct) that causes detriment to a discloser (or another person), in relation to a disclosure, if:
- the person believes or suspects that the discloser (or another person) will, might or could make a *Protected Disclosure*; **and**
  - the belief or suspicion is part of, or solely, the reason for the conduct.
- 1.6 Some **examples** of conduct that are detrimental include:
- dismissal;
  - amending your position or duties to your disadvantage; or
  - harassment or intimidation.
- 1.7 Mainfreight will, amongst other measures, protect you from detrimental conduct by providing support services (through Converge International) and by taking positive action (depending on the *Disclosable Matter*) such as moving you to an alternative work location (if appropriate for Mainfreight and yourself).

### Compensation and other remedies

- 1.8 A discloser (or any other team member or person) can seek compensation and other remedies through the courts if:
- they suffer loss, damage or injury because of a disclosure; **and**
  - Mainfreight failed to take reasonable precautions and exercise due diligence to prevent such detriment.

### Civil, criminal and administrative liability protection

- 1.9 You are protected from the following in relation to your disclosure:
- civil liability (**e.g. breach of an employment contract**);
  - criminal liability (**e.g. unlawfully releasing information**);
  - administrative liability (**e.g. being dismissed**).