



Munro Footwear Group Pty Ltd (Company)  
ACN 614 250 501

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## Whistleblower Policy

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# Whistleblower Policy

## 1. Introduction and Purpose

### 1.1 Background

The Company is committed to promoting and supporting a culture of corporate compliance and proper ethical behaviour. The Company encourages whistleblowers to assist in maintaining legal, proper and ethical operations by reporting non-compliant actions by others.

Whistleblowing refers to the act of raising concerns about potential, suspected, or actual misconduct within the Company and is a key element of our corporate compliance framework and to achieving transparency and accountability.

### 1.2 Purpose

The purpose of this Whistleblower Policy (Policy) is to:

- 1.2.1 encourage a whistleblower to raise any concerns and report instances of Reportable Conduct where there are reasonable grounds, without fear of intimidation, disadvantage or reprisal;
- 1.2.2 outline the mechanisms for the reporting and investigation of reported matters;
- 1.2.3 outline the measures in place to protect a whistleblower, including how the Company will ensure fair treatment of whistleblowers;
- 1.2.4 help to ensure that the Company maintains the highest standards of ethical behaviour and integrity; and
- 1.2.5 outline the additional procedures and protections that apply to whistleblowers under the Corporations Act 2001 (Act) in relation to the reporting of possible breaches of the Corporations Legislation.

It is expected that Eligible Whistleblowers will report known, suspected or potential cases of Reportable Conduct. The Company will not tolerate anyone being discouraged from speaking up or being adversely affected because they have reported misconduct in accordance with this Policy. The Company will consider disciplinary action, up to and including termination of employment or engagement, where any Team Member has caused detriment to another because they have, or want to make, a report in accordance with this Policy.

### 1.3 Definitions

Capitalised terms used in this Policy are defined in the Schedule.

## 2. Scope

This Policy applies to all Eligible Whistleblowers who wish to disclose Reportable Conduct regarding the Company's activities.

Personal work-related grievances are not within the scope of this Policy and should be raised directly with either the Line Manager, or the Human Resources team. Personal work-related grievances are issues in relation to employment with the Company that has personal implications. Including but not limited to, interpersonal conflict, decision relating to a promotion, transfer or termination of employment.

### 3. Reporting conduct

#### 3.1 Who to report conduct to

An Eligible Whistleblower can disclose Reportable Conduct in any of the ways set out below.

##### 3.1.1 Whistleblower Platform

Via the Company's Whistleblower platform by accessing this [link](#).

<b>MFG Whistleblower Platform</b>	<a href="https://cowellclarke.foliogrc.com/contracts/new?contract_template=36&amp;token=VBVU4Fzz7zd6iB3FJ1aW">https://cowellclarke.foliogrc.com/contracts/new?contract_template=36&amp;token=VBVU4Fzz7zd6iB3FJ1aW</a>
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##### 3.1.2 Whistleblower Protection Officer

To the following Whistleblower Protection Officers nominated by the Company:

<b>Recipient</b>	<b>Email Address</b>
Marcus Bartlett, Chief Financial Officer	Marcus@munrofg.com
Tuba Ogun, Chief People Officer	Tuba@munrofg.com

##### 3.1.3 Other persons

To any of the persons or entities listed in paragraph 5.2 of this Policy.

If an Eligible Whistleblower requires additional information before reporting conduct, they may contact the Whistleblower Protection Officer or a legal practitioner.

#### 3.2 How to report conduct

3.2.1 An Eligible Whistleblower can disclose Reportable Conduct to the Whistleblower Protection Officer, or any other person or entity listed in paragraph 5.2, by any means the Eligible Whistleblower elects.

3.2.2 A report will be confidential and secure and can be made anonymously and outside of business hours.

#### 3.3 Anonymity

3.3.1 An Eligible Whistleblower can elect to remain anonymous while making a report, over the course of an investigation and after the investigation is finalised.

3.3.2 An Eligible Whistleblower is not obliged to answer any questions that they feel could reveal their identity at any time. Anonymity of a whistleblower may be protected by various means, including but not limited to anonymous telephone numbers, anonymised email addresses or the use of a pseudonym for the whistleblower's name.

## 4. Handling of reports

### 4.1 Timely review of reported conduct

All reports of Reportable Conduct will be investigated by a trained person appointed by the Company on a timely basis. Appropriate corrective action will be taken as warranted by the investigation.

### 4.2 Role of Whistleblower Protection Officer

The Whistleblower Protection Officer is responsible for:

- 4.2.1 receiving a report of Reportable Conduct from a whistleblower;
- 4.2.2 coordinating the provision to the Company of information from the whistleblower for the purposes of an investigation into that report;
- 4.2.3 reporting back to the whistleblower on the finalisation of the investigation; and
- 4.2.4 providing support for the whistleblower by protecting and safeguarding the whistleblower and reviewing the integrity of the investigation process.

The Whistleblower Protection Officer will at all times have direct and unrestricted access to reasonable financial, legal and operational assistance when this is required for any investigation.

### 4.3 Role of Investigator

The Company will assess each report to determine the appropriate course of action, including whether an internal or external investigator is appointed to investigate the matter. The investigator is responsible for:

- 4.3.1 coordinating the investigation into any report received from a whistleblower;
- 4.3.2 documenting and handling all matters in relation to the report and investigation; and
- 4.3.3 finalising all investigations.

The investigator will at all times have direct and unrestricted access to reasonable financial, legal and operational assistance when this is required for an investigation.

### 4.4 Rights of person who is alleged to have acted improperly

A person who is the subject of an investigation is entitled to be:

- 4.4.1 informed as to the substance of any adverse comment that may be included in a report or other document arising out of any such investigation; and
- 4.4.2 given a reasonable opportunity to put their case to the investigator.

#### 4.5 **Whistleblower will be kept appropriately informed**

The whistleblower will be kept appropriately informed of the progress of action taken in respect of their report. At the conclusion of the investigation, they will be informed of the outcome, subject to considerations of privacy for those against whom allegations were made. Where the report was made through the Whistleblower Protection Officer, information about the progress and outcome of the investigation will be provided to the Whistleblower Protection Officer on behalf of the whistleblower.

#### 4.6 **Confidentiality**

The Company and any persons receiving reports will not disclose particulars of reported matters that would suggest the identity of the whistleblower without obtaining the whistleblower's prior consent, subject to any applicable law. Any such report to which the whistleblower consents will be made on a strictly confidential basis. All files and records created from an investigation will be retained under strict security. The unauthorised release of information without a whistleblower's consent to any person not involved in the investigation is a breach of this Policy, subject to any requirements of applicable law.

### 5. **Protection of whistleblowers**

#### 5.1 **General protections**

5.1.1 Whistleblowers who have reasonable grounds to suspect that information concerns misconduct and report a concern under this Policy must not be personally disadvantaged by:

5.1.1.1 dismissal;

5.1.1.2 demotion;

5.1.1.3 any form of harassment;

5.1.1.4 discrimination;

5.1.1.5 damage to reputation;

5.1.1.6 current or future bias; or

5.1.1.7 damage to financial position.

5.1.2 The whistleblower is also protected from civil and criminal liability or administrative liability in accordance with paragraph 5.2 of this Policy.

5.1.3 The whistleblower is not granted immunity for any of their misconduct which may be revealed by the report. However, if a whistleblower reports such conduct and actively cooperates in an investigation in which they may be implicated, there may be cases where the fact they have made a report will be taken into account as a mitigating factor when determining actions that may be taken against them.

5.1.4 A whistleblower will still be protected in accordance with this paragraph 5 if the report turns out to be incorrect.

## 5.2 Protection under the Corporations Legislation

The Act provides protections in relation to the reporting of a possible contravention, an offence against any other law of the Commonwealth (punishable by 12 months imprisonment or more) or conduct which represents a danger to the public or the financial system.

A report of information by a person qualifies for protection under the Act if:

- 5.2.1 the whistleblower is an Eligible Whistleblower;
- 5.2.2 the report, which may be made anonymously, is made to:
  - 5.2.2.1 ASIC, APRA or a prescribed authority;
  - 5.2.2.2 the Company's auditor or a member of the audit team;
  - 5.2.2.3 an officer or senior manager of the Company;
  - 5.2.2.4 a person authorised by the Company to receive reports of that kind (that is, the Whistleblower Protection Officer);
  - 5.2.2.5 a legal practitioner for the purpose of obtaining representation or advice;
  - 5.2.2.6 in the case of "emergency report" (where the report has previously been made and the discloser has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of people, or to the natural environment) to a member of Parliament (Commonwealth or State) or a journalist; or
  - 5.2.2.7 in the case of "public interest report" (where the report has previously been made and the discloser believes no action is being taken in relation to their report and the discloser has reasonable grounds to believe that making further report of the information is in the public interest) to a member of Parliament (Commonwealth or State) or a journalist.
- 5.2.3 the whistleblower has reasonable grounds to suspect misconduct, an improper state of affairs or circumstances relating to the Company. This includes, but is not limited to:
  - 5.2.3.1 a contravention of the Corporations Legislation by the Company or any of its officers or employees;
  - 5.2.3.2 an offence against any other law of the Commonwealth (punishable by 12 months imprisonment or more); or
  - 5.2.3.3 conduct which represents a danger to the public or the financial system.

If these conditions are met, the Act provides the following protections to the whistleblower:

- 5.2.4 a person cannot engage in conduct that causes detriment to a discloser;

- 5.2.5 the whistleblower is not subject to any civil or criminal liability for making the report (including disciplinary action). The whistleblower is not, however, protected from civil or criminal liability for any of their misconduct that may be revealed by the report;
- 5.2.6 no contractual or other remedy may be enforced or exercised against a whistleblower on the basis of the report and a contract to which the whistleblower is a party may not be terminated on the basis that the report constitutes a breach of the contract;
- 5.2.7 if the Company purports to terminate the employment of a whistleblower on the basis of the report, a court may reinstate the whistleblower to the same position or a position at a comparable level;
- 5.2.8 the information is not admissible in evidence against the whistleblower in criminal proceedings (unless the information is false);
- 5.2.9 the whistleblower is protected from actual or threatened detriment because of the report and may receive compensation for any damage caused by such detriment;
- 5.2.10 the whistleblower will not be required to pay the costs of any other party in court proceedings for compensation unless acting vexatiously or without reasonable cause in taking the proceedings, or acted unreasonably causing the cost to be incurred;
- 5.2.11 an apology may be ordered to be given to the whistleblower or an injunction granted by the court to prevent, stop or remedy any detrimental conduct or its effects; and
- 5.2.12 subject to limited exceptions, the person to whom the report is made must not disclose the substance of the report, the whistleblower's identity or information likely to lead to the identification of the whistleblower.

The Company is committed to full compliance with these protective provisions.

## 6. Other matters

### 6.1 Amendment of Policy

This Policy can only be amended with the approval of the Board.

### 6.2 Adoption of Policy

The Company will disseminate this Policy to Team Members and communicate any amendments thereafter. The Company will ensure that this Policy is on the Website: <https://www.munrofootweargroup.com.au/>

<b>Subject:</b>	Whistleblower Policy
<b>Policy Owner:</b>	Company Secretary
<b>Approved by:</b>	The Board
<b>Approval Date:</b>	24 December 2019
<b>Last Revised Date:</b>	24 December 2019



<b>Review Date:</b>	01 December 2020
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## SCHEDULE 1 - DEFINITIONS

For the purposes of this Policy:

**ASIC** means the Australian Securities and Investments Commission.

**Corporations Act** means *Corporations Act 2001* (Cth).

**Corporations Legislation** has the meaning given to that term in section 9 of the Corporations Act, and includes the Corporations Act and *Australian Securities and Investments Commission Act 2001* (Cth), the *Banking Act 1959*, the *Financial Sector Act (Collection of Data) Act 2001*, the *Insurance Act 1973*, the *National Consumer Credit Protection Act 2009*, and the *Superannuation Industry (Supervision) Act 1993*.

**Eligible Whistleblower** means:

- (a) an officer, director, secretary, employee, secondee or contractor, whether current or former or permanent, part time, fixed term or temporary;
- (b) a supplier of goods or services to the Company (whether paid or unpaid) including their current or former employees, contractors, consultants, service providers or business partners;
- (c) an associate of the Company; and
- (d) a relative, dependant or spouse of an individual of a person in paragraphs (a) to (c).

**Company** means Munro Footwear Group and its subsidiaries.

**Reportable Conduct** means conduct that is illegal, unacceptable or undesirable, or the concealment of such conduct. It includes conduct that:

- (a) is against the law or is a failure by the Company to comply with any legal obligation;
- (b) is unethical or breaches the Company's policies or Code of Conduct;
- (c) is dishonest, fraudulent or corrupt;
- (d) is coercion, harassment, victimisation or discrimination;
- (e) is misleading or deceptive conduct of any kind (including conduct or representations that amount to improper or misleading accounting or financial reporting practices either by, or affecting, the Company);
- (f) is potentially damaging to the Company, an employee or a third party, including unsafe work practices, environmental damage, health risks or substantial wasting of company resources;
- (g) may cause financial loss to the Company or damage its reputation or be otherwise detrimental to the Company;
- (h) may be misconduct, an improper state of affairs or circumstances in relation to the tax affairs of the Company; or
- (i) involves any other serious impropriety.

Conduct that does not constitute Reportable Conduct is a personal work-related grievance, including:

- (a) an interpersonal conflict between a whistleblower and another employee of the Company;
- (b) a decision by the Company that does not involve a breach of workplace laws;
- (c) a decision by the Company about the engagement, transfer or promotion of the whistleblower;
- (d) a decision by the Company about the terms and conditions of engagement of the whistleblower; or
- (e) a decision by the Company to suspend or terminate the engagement of a whistleblower or otherwise discipline the whistleblower.

Reportable Conduct relating to a personal work-related grievance includes conduct where:

- (a) it includes information about misconduct, or information about misconduct is accompanied by a personal work-related grievance (mixed report);
- (b) the Company has breached employment or other laws punishable by imprisonment for a period of 12 months or more, engaged in conduct that represents a danger to the public, or suggests misconduct beyond the whistleblower's personal circumstances; or
- (c) the whistleblower suffers or is threatened with detriment for whistleblowing.

**Whistleblower** means an Eligible Whistleblower who alerts the Company and/or a regulatory authority to Reportable Conduct within the Company.

**Whistleblower Protection Officer** means the person nominated by the Company whose key responsibilities include protecting whistleblowers who report concerns under this Policy as identified in paragraph 3 of this Policy.