



GLOBAL DATA
CENTRE GROUP

GLOBAL DATA CENTRE GROUP WHISTLEBLOWER POLICY

April 2024



Whistleblower Policy

1. Background

Evolution Trustees Limited (“Evolution Trustees”) as Responsible Entity (“RE”) for Global Data Centre Investment Fund and Global Data Centre Operations Fund (the “ASX Schemes”) and Lanrik Partners Pty Ltd (“the Investment Manager”) for the ASX Schemes (collectively: “GDC”) is committed to creating and maintaining a culture in which individuals can raise concerns regarding corporate misconduct, including an improper state of affairs, non-compliance with GDC’s policies or a contravention of laws.

The Whistleblower Policy (“the Policy”) encourages individuals to report such misconduct through a system that protects their confidentiality and provides support without fear of reprisal, dismissal, or discriminatory treatment. The Policy is consistent with Recommendation 3.3 of the ASX Governance Council’s Corporate Governance Principle and Recommendations (4th edition, February 2019), which provides that a listed entity should:

- a) have and disclose a whistleblower policy; and
- b) ensure that the board or a committee of the board is informed of any material incidents reported under that policy.

The “Board” in this document shall mean the board of directors (each a “Director”) of the RE.

2. Purpose

The purpose of the Policy is:

- i. to encourage disclosures of wrongdoing and assist deterrence of wrongdoing;
- ii. to facilitate the reporting by individuals who have reasonable grounds to suspect misconduct or an improper state of affairs, non-compliance with policies or a contravention of Federal or State laws has occurred
- iii. to protect such individuals from actual or threatened reprisal, dismissal, or detrimental treatment;
- iv. to ensure reported matters are investigated and dealt with appropriately;
- v. to help ensure that GDC maintains the highest standards of lawful and ethical behaviour and integrity, and supports a culture underpinned by its values;
- vi. to describe the protections available where the disclosures are made in accordance with Part 9.4AAA of the *Corporations Act 2001* (Cth) (**Corporations Act**) or Part IVD of the *Taxation Administration Act 1953* (Cth) (**Tax Act**);
- vii. to place ultimate responsibility for this whistleblower policy, its implementation and its review, and the encouragement of people to whom this whistleblower policy applies to speak up without fear of victimisation or retaliation, with GDC; and



- viii. to align with the Australian Securities Exchange Corporate Governance Principles and Recommendations.

3. Definitions

In this Policy:

- **"Whistleblower"** means a person making a disclosure under this Policy.
- **"Eligible Whistleblower"** means a current or former:
 - (i) employee or officer (e.g. director, company secretary) of GDC, whether permanent or casual, full-time or ongoing, trainees or apprentices;
 - (ii) entity or person who supplies goods and services to GDC (whether paid or unpaid, and whether through a company, partnership, sole trader or labour hire arrangement (e.g. contractors and suppliers)); or an employee of such an entity or person;
 - (iii) associate of GDC;
 - (iv) relative of an individual referred to in paragraph (i), (ii) or (iii); or
 - (v) dependant of an individual referred to in any of paragraphs (i), (ii) or (iii), or of such an individual's spouse.

This Policy does not have any regard for an individual's length of service, employment/contractor status, title, or relationship to GDC when considering who is an Eligible Whistleblower by this Policy.

- **"Eligible Recipient"** means any of the following:
 - (i) an officer (including any of the Board) or senior manager of GDC or related body corporate.
 - (ii) the internal or external auditor (including a member of an audit team conducting an audit) or actuary of GDC or related body corporate.
 - (iii) a person authorised by GDC to receive disclosures that may qualify for protection.
 - (iv) Compliance Officer.
- **"Disclosable Matter"** means one where the discloser has reasonable grounds to suspect there is:
 - (i) misconduct or an improper state of affairs or circumstances in relation to GDC;



- (ii) misconduct or an improper state of affairs or circumstances in relation to the tax affairs of GDC, and where they consider the information may assist the recipient to perform functions and duties in relation to the tax affairs of GDC;
- (iii) conduct which constitutes a contravention of any law administered by Australian Securities and Investments Commission (ASIC);
- (iv) conduct which constitutes a contravention of or an offence against any State or Federal law; or
- (v) conduct which represents a danger to the public or to the financial system (even if this conduct does not involve a breach of a particular law).

Without limiting the type of conduct that can be disclosed under this Policy, examples of Disclosable Matters include:

- fraud, negligence, default, bribery, corruption, unethical behaviour, breach of trust or breach of duty in relation to GDC, such as acting dishonestly, altering records without cause or permission, making false entries in records, engaging in questionable financial practices, offering or accepting a bribe;
- conduct that is in breach of a law administered by ASIC, and a State or Federal law. Examples of conduct in breach of the Corporations Act could include:
 - insider trading;
 - insolvent trading;
 - breach of the continuous disclosure rules;
 - failure to keep accurate financial records;
 - falsification of accounts; or
 - failure of a director, or another officer, to act with the care and diligence a reasonable person would exercise, or to act in good faith in the best interests of the corporation, or to give notice of any material personal interest relating to the affairs of GDC;
- conduct that is illegal, such as theft, the sale or use of prohibited substances, violence or threatened violence, harassment or criminal damage to property;
- conduct in breach of GDC Policy or procedure such as falsifying accounting records or an abuse of GDC's property or resources;
- conduct that is potentially damaging to GDC, a GDC employee or a third party, including conduct that may cause financial or non-financial loss to GDC, or is



otherwise detrimental to its interests, such as unsafe work practices or environmental damage;

- conduct that may cause reputational damage to GDC; or engaging in or threatening to engage in detrimental conduct against a person who has made a disclosure, or is believed or suspected to have made, or be planning to make, a disclosure under this Policy.

Disclosures that are not “Disclosable Matters” may not qualify for protection under the Corporations Act.

- **“Protected Disclosures”** means disclosures of Disclosable Matters by Eligible Whistleblowers, which are made in accordance with this Policy and protected under this Policy.
- **“Protected Disclosure Officer”** means a designated GDC representative tasked with the following responsibilities:
 - (i) receiving disclosures under this Policy, as relevant, from whistleblowers;
 - (ii) seeking to obtain information from the whistleblower that:
 - a. where appropriate, assists GDC to investigate the report effectively; and
 - b. confirms whether the whistleblower holds any concern of victimisation or retaliation for themselves, or another person, due to making the report, and any assistance or support they may require;
 - (iii) subject to any permissions from the whistleblower, ensuring the whistleblower’s identity is kept confidential;
 - (iv) disclosing any conflict of interest they may have in respect of a disclosure;
 - (v) ensuring the whistleblower has access to this Policy, is aware of the whistleblower protections in the Corporations Act or Tax Act as relevant, and the support available from GDC;
 - (vi) explaining the next steps they will take in handling the disclosure;
 - (vii) co-ordinating a preliminary investigation into any report received from an Eligible Whistleblower;
 - (viii) documenting and handling all matters and escalating all legitimate matters as appropriate;
 - a. assembling an Eligible Whistleblower investigations team when required; and



- (ix) finalising all investigations and producing a report on the outcome.

4. Scope

This Policy applies to all the following current or former:

- i. directors and company secretaries of the RE, employees, and any executive officers associated with GDC.
- ii. supplier of services or goods (whether paid or unpaid, and whether through a company, partnership, sole trader or labour hire arrangement (e.g. contractors and suppliers)); or an employee of such supplier.
- iii. an associate (within the meaning set out in section 318 of the *Income Tax Assessment Act 1936* (Cth); a relative, dependent, or spouse of an individual referred to above.

Any irregularity or suspected irregularity involving a shareholder, vendor, consultants, or any other third-party agencies doing business with GDC or the Eligible Whistleblower, can also be reported under this Policy.

This policy does not limit any rights or obligations at law that accrue to Eligible Whistleblowers by this Policy.

This Policy does not form part of any employee's contract of employment and GDC may amend it at any time.

5. Whistleblowing Reporting

Should an Eligible Whistleblower wish to report a wrongdoing, their first point of contact should be the Protected Disclosure Officer. The Chief Operating Officer of the RE has been appointed as the Protected Disclosure Officer for GDC (except where conflicted, in which case it will be any Eligible Recipient).

The Protected Disclosure Officer will report material incidents directly to all non-conflicted Board members.

In certain instances, an Eligible Whistleblower may not feel comfortable making a whistleblowing report to the Protected Disclosure Officer, or alternatively the Eligible Whistleblower may feel that the Protected Disclosure Officer has not adequately dealt with the reported matter and can contact the below:

- GDC auditor
- ASIC*
- Australian Prudential Regulation Authority ("APRA")
- a legal practitioner for the purpose of obtaining legal advice or representation in relation to the operation of the Eligible Whistleblower protections in the Corporations



*ASIC has developed their own process to facilitate instances such as this. In such instances, ASIC also has the capacity to receive details about potential misconduct within a company. Further information about ASIC's role, the limitations of its role, and how it deals with the information provided is available on the ASIC website.

6. Confidentiality of a Whistleblower's Identity

Commitment

GDC is committed to protecting the identity of all persons making disclosures under this Policy.

Commitment to Protection of Identity

Where a disclosure received under this Policy is:

- i. a protected disclosure under the Corporations Act or Tax Act, the confidentiality of an Eligible Whistleblower's identity is protected under the whistleblower protection regimes in those statutes, which include statutory sanctions and remedies where confidentiality is breached; or
- ii. not a protected disclosure under the Corporations Act or Tax Act, including where the whistleblower is not an Eligible Whistleblower, GDC will use its best endeavours to not disclose the identity of the whistleblower.

Anonymous Disclosure

In some instances, Eligible Whistleblowers may wish to remain anonymous. Persons within the scope of this Policy are encouraged to report whistleblowing matters openly or anonymously. However, there may be limitations in investigating a disclosure where an Eligible Whistleblower does not consent to disclosure of their identity. If the disclosure was made anonymously, and the Eligible Whistleblower:

- i. has not maintained two-way communication with GDC, any decision to undertake an investigation, and the conduct of any investigation, will be based on the information provided by the Eligible Whistleblower; or
- ii. has maintained two-way communication with GDC, the Eligible Whistleblower can refuse to answer questions they feel could reveal their identity at any time, including during any follow-up conversation about, or investigation into, the disclosure.

Identity Confidentiality

GDC will take disciplinary action, which may include dismissal, against any person who makes an unauthorised disclosure of the identity of a person who makes a Protected Disclosure under this Policy or of information that is likely to lead to the identification of that person.

It is an offence under the Corporations Act for a person who has directly or indirectly obtained information about the identity of a person who has made a Protected Disclosure, to disclose the identity of that person or information that is likely to lead to the identification of that person, without their authorisation.



If an Eligible Whistleblower discloses their identity, the only people who will know their details will be their first point of contact and/or the Protected Disclosure Officer and a restricted number of other people who have access to information recorded under this Policy. All information received from an Eligible Whistleblower, as well as the fact that an Eligible Whistleblower has made a disclosure and any record produced as part of an investigation, is held securely. Access will be restricted to those persons required to access the records for the purpose of this Policy or as part of information technology processes of the Group necessary to administer its IT platform or any third party hosting these records. By making a report under this Policy, an Eligible Whistleblower consents to their information being recorded and being accessible by these people including their identity (unless the Eligible Whistleblower elects to remain anonymous).

If an Eligible Whistleblower chooses to disclose their identity, their identity will not be disclosed to anyone else unless:

- the Group or an entity in the Group is legally obliged to disclose their identity;
- disclosure is necessary to prevent or lessen a threat to a person's health, safety or welfare;
or
- the Eligible Whistleblower consents to the disclosure.

Other than in circumstances required by law, any unauthorised disclosure of information without consent of the Eligible Whistleblower, including their identity, will be a breach of this Policy and will be dealt with under disciplinary procedures of GDC.

7. Whistleblowing investigation

The Protected Disclosure Officer will investigate all matters reported under this Policy as soon as practicable after the matter has been disclosed.

The exact investigation process and enquiries adopted will be determined by the nature and substance of the disclosure. In certain circumstances (for example where the Disclosable Matter involves allegations of fraud) external investigators may be appointed by the Protected Disclosure Officer. If the suspected Disclosable Matter is of a specific technical nature, appropriate technical experts may be involved.

The investigation will be conducted in an objective and fair manner, and otherwise as is reasonable and appropriate having regard to the nature of the matter disclosed and all surrounding circumstances. Where a report is submitted anonymously, the Protected Disclosure Officer will conduct the investigation and its enquiries based on the information provided.

8. Whistleblower Protection

Protection against Detrimental Conduct

GDC is committed to protecting Eligible Whistleblowers, and other persons, from detrimental conduct, or threats of detrimental conduct, because a person believes or suspects that the Eligible Whistleblower (or another person) has made, may have made, proposes to make, or could



make a disclosure that qualifies for protection under the Corporations Act or Tax Act. GDC will use its best endeavours to provide the protections to Eligible Whistleblowers, and other persons, reflected in this Policy where the disclosure is not protected under the Corporations Act or Tax Act.

An Eligible Whistleblower who has reported a Disclosable Matter in accordance with this Policy is protected under this Policy (Protected Disclosure) and will not be discriminated against or disadvantaged in employment or any contractual arrangement with GDC or any associated entities of GDC. GDC will also ensure that suspected Eligible Whistleblowers (including their colleagues and relatives) are not subject to reprisals, harassment, or victimisation due to their actions in making a report. GDC will take all reasonable steps to ensure that adequate and appropriate protection is being provided for those who become an Eligible Whistleblower. This protection applies if the matter is proven or not, regardless of whether it is reported to an external authority.

Fair Treatment of Persons named in a Disclosure

An employee who is mentioned in a Protected Disclosure has the right, subject to compliance with any legal requirements to be:

- informed as to the substance of the allegations;
- given a reasonable opportunity to respond to the allegations (either orally or in writing); and
- informed of the findings in respect of the Protected Disclosure.

Confidential Records

All information relating to a Protected Disclosure and its investigation will be retained under strict security and confidentiality. Unauthorised release of information to someone not involved in the investigation, without the consent of an Eligible Whistleblower will be a breach of this Policy and dealt with under disciplinary procedures except where:

- the disclosure is required by law.
- it is appropriate to make the disclosure to a regulator.
- it is appropriate to make a disclosure to an officer, senior manager or director who may need to know to facilitate appropriate action.

Information received from an Eligible Whistleblower will be kept confidential to the extent possible, subject to the need to meet legal and regulatory requirements.

In particular, the information may be disclosed to appropriate regulatory authorities, such as ASIC, APRA, the Australian Federal Police ("AFP") or other governmental agencies. GDC may also disclose the information received to a legal practitioner for the purpose of obtaining legal advice in relation to the operation of the statutory Whistleblower protections.

Subject to compliance with any legal reporting requirements, when implementing any process under this Policy, GDC will:



- not disclose the identity of an Eligible Whistleblower other than in accordance with this Policy;
- ensure that information contained in an Eligible Whistleblower Report is only disclosed to the extent necessary to conduct an investigation or administer this Policy or where required for the purpose of obtaining legal advice; and
- take reasonable steps to reduce the risk that an Eligible Whistleblower will be identified as part of any process conducted under this Policy.

9. Protection under Legislation

Part 9.4AAA of the Corporations Act provides special protection to disclosures made by Eligible Whistleblowers where the conditions detailed in the Corporations Act are satisfied, which include that the disclosure is made in respect to a Disclosable Matter to an Eligible Recipient, legal practitioner (for the purpose of obtaining legal advice in relation to the disclosure), Emergency Disclosure or Public Interest Disclosure. The protections provided under the Corporations Act include:

- that the Eligible Whistleblower is immune from any civil, criminal or administrative liability (including disciplinary action) for making the disclosure.
- that no contractual or other right may be exercised, and no contractual or other remedy may be enforced, against the Eligible Whistleblower for making the disclosure.
- that any individual who causes or threatens to cause detriment to an Eligible Whistleblower or another person in the belief or suspicion that a disclosure has been made, or may have been made, proposes to or could be made, may be guilty of an offence and may be liable to pay the Eligible Whistleblower compensation in respect of any loss or damage suffered.
- that in some circumstances, the disclosed information is not admissible against the Eligible Whistleblower in criminal proceedings or proceedings for the imposition of a penalty in circumstances; where for example the disclosure has been made to ASIC or APRA, or where the disclosure qualifies as a Public Interest or emergency disclosure.
- that the person receiving the report commits an offence if they disclose the substance of the report or the Eligible Whistleblower's identity, without the Eligible Whistleblower's consent, to anyone except ASIC, APRA, the AFP or a lawyer for the purpose of obtaining legal advice or representation in relation to the report.
- that an Eligible Whistleblower's identity cannot be disclosed to a Court or tribunal except where considered necessary.

The Tax Act provides similar protection to disclosures about breaches of any Australian tax law, again in instances where the conditions detailed are met.

It is noted that any anonymous disclosures are still protected under the Corporations Act.



10. Work related grievances

A disclosure will not be protected to the extent that it:

- concerns a personal work-related grievance of the discloser, which concerns a grievance in relation to the discloser's employment, or former employment, with GDC that has implications for the discloser personally.

Examples of a personal work-related grievance include complaints a discloser may hold concerning:

- a decision to discipline a discloser or to suspend or terminate their employment.
- an interpersonal conflict between a discloser and another employee.
- a decision relating to the discloser's position or terms of employment, including the transfer or promotion of a discloser.

11. False reports

A report may damage the career prospects and reputation of the individuals who are the subject of the report. If a report is not made with reasonable grounds or is found to be malicious, deliberately misleading, or frivolous, the individual(s) making the report may be subject to disciplinary action.

In the event that it is established that a false report has been made, including where the notification has been made maliciously, vexatiously or without any reasonable grounds, the disclosure will be subjected to disciplinary proceedings, which may include summary dismissal.

While not intending to discourage the reporting of matters of genuine concern, Eligible Whistleblowers must ensure as far as possible, that reports are factually accurate, complete, from firsthand knowledge, presented in an unbiased fashion and without material omission.

12. Breach of this Policy

Any breach of confidentiality of information provided by the Eligible Whistleblower, including their identity, and any retaliation (or threatened retaliation) against an Eligible Whistleblower will be taken seriously and if appropriate will be investigated separately.

Any employee who breaches this Policy, including breaching an obligation to keep a whistleblower's identity confidential, refusing to participate or cooperate with an investigation into a whistleblower disclosure, or engaging in detrimental conduct against a whistleblower or another person, will face a disciplinary process in accordance with GDC's Code of Conduct, which could result in the termination of their employment.

GDC may terminate its relationship with other individuals and entities providing goods or services to GDC if they breach this Policy.



13. Training

GDC will provide training to employees and officers of GDC in respect of their rights and obligations under this Policy. Training shall also be provided for Protected Disclosure Officers, other senior managers and GDC officers who may receive disclosures made under this Policy, on how to respond to them.

14. Review cycle

This Policy will be reviewed at least every two years and updated as required from time to time. The Policy will be reviewed following relevant triggers such as:

- a change to legislation;
- a significant change to the nature and/or complexity of the RE/Trustee operations;
- a significant change in the Financial Services Industry.

This Policy can be amended only with the approval of the senior management team, with the exception of minor amendments that do not affect the nature, substance or intent of the document.