

KJR Policy Manual

About the KJR Policy Manual

The KJR Policy Manual applies to all employees and workforce participants of KJR (including directors, independent contractors, temporary staff, work experience placements and volunteers) and provides guidelines and procedures to ensure consistency and fairness in the way these policies are administered. For the purposes of this Policy Manual, employees and workforce participants will be referred to as team members.

All team members are required to read, understand and comply with the policies and procedures outlined in this manual and as updated from time to time, however these policies and procedures are not incorporated into any contract of employment and do not create any contractual obligations on the part of KJR.

The policies and procedures contained in this manual are not an exhaustive guide to employment with KJR. The policies and procedures are designed to outline the expectations of KJR with respect to team members' behaviour and conduct. Any breach by team members of these policies or procedures may lead to disciplinary action, up to and including termination of employment or engagement

KJR will aim to keep this manual current and relevant, therefore, from time to time, it will be necessary to modify and amend some sections of the policies and procedures or to add new policies and procedures. KJR reserves the right to make changes at its discretion, as it deems appropriate. These policies or procedures cannot be amended or altered in any way by any verbal statements but may be altered from time to time in writing by a team member authorised by KJR.

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Content

Content	2
Code of Conduct	4
Misconduct	5
Dress Standards	6
Working Hours	7
Probation	8
Performance Management	9
Business Expenses	10
Business Travel	12
Leave	14
Family & Domestic Violence Leave Policy	16
Long Service Leave Policy	19
Parental Leave Policy	19
Leave Without Pay Policy	22
Jury Duty Policy	22
Community Services Leave Policy	22
Company Property	23
Occupational Health and Safety (OH&S)	24
Drug & Alcohol Policy	26
Anti Bribery and Corruption Policy	28
Working from Home Policy	30
Equal Employment Opportunity	35
Prevention of Discrimination, Harassment and Bullying	36
Discrimination	36
Sexual harassment	38
Harassment on the Ground of Sex	38
Workplace Bullying	38
Grievances	43
Grievance Resolution Procedure	43
Conflict of Interest	44
Intellectual Property, Confidential Information and Security	46
Flexible Working Arrangements	47
VISA Sponsorship Policy	48
General Policy	48
Approval requirements and process	48
Obligations	48
IT and Communications	50
Social Media	54
Mobile Phones	58
Whistleblower Protection Policy	61

Environmental Impact Policy	66
General	66

Code of Conduct

General Policy

At KJR, we aim to conduct our business according to the highest standards of honesty, integrity, respect and fairness when dealing with all customers, suppliers and team members. We also require that our team members conduct themselves according to these high standards to ensure that KJR maintains its good reputation. We believe that a high level of personal conduct contributes to a great work environment for all.

The standards expected of all KJR team members include:

- Observing and complying with all KJR policies, procedures, reasonable and lawful work instructions, guidelines, regulations and contracts;
- Observing and complying with relevant local, state and federal legislation;
- Exercising honesty, fairness and respect in dealing with customers, clients, suppliers, colleagues, management and the general public; and
- Working safely at all times.

In addition, all team members are required to:

- Always ensure the highest standard of quality in all products, services and interactions with customers, clients, colleagues, management and the general public;
- Not use inappropriate or offensive language or behaviour in the vicinity of, or when communicating with clients, customers, suppliers or any other team members or when representing KJR in any capacity;
- At all times, dress in an appropriate manner in line with the KJR Dress Standards Policy and maintain a presentable, neat, clean and tidy appearance;
- Maintain punctuality and attendance in line with scheduled/rostered working hours;
- Not make unauthorised statements to competitors, customers, clients, suppliers or the media about the business of KJR, its managers, team members, customers, clients or suppliers;
- Not represent KJR in any way other than in the legitimate course of their role with KJR or with written authorisation from the CFO or Managing Director;
- Never accept bribes;
- Never accept gifts or benefits without authorisation from the CEO or Managing Director
- Never commit any act (including an act of dishonesty) that could negatively impact, or is not in the best interests of KJR;
- Represent the KJR brand in a positive way in accordance with this Code of Conduct while attending or representing KJR at any work-related function; and
- Never demonstrate gross incompetence, neglect or dereliction of duty.

With reference to the KJR office environment, team members are required to:

- Share in the housekeeping duties of the office;
- Ensure any commercially sensitive and/or confidential information of KJR, customers or team members is always kept secure and confidential; and
- Maintain workstations and desks in a tidy and presentable manner which is free from clutter and rubbish and any other obstacles that may cause workplace health and safety risks.
- In addition, the requirements and expectations of team member's conduct within the office environment, as outlined in this policy, apply equally to any remote working location, including but not limited to, a client's worksite, another office space or a home office environment (when working remotely from home).

Consequences for breach

Disciplinary action up to and including termination of employment/engagement may be taken for any breach of this policy. In cases where the conduct may also involve a breach of law, the relevant government authorities (or the police) may be notified.

Misconduct

Misconduct involves any act or omission by an employee that falls short of the expected standard of conduct and may be inconsistent with the continuation of employment. Depending on the circumstances, misconduct may be deemed gross or serious misconduct. Examples of misconduct (up to and including gross or serious misconduct) include, but are not limited to:

- physical or verbal violence against other people including members of the public, clients, customers or team members;
- communicating towards clients, customers, team members or visitors in an offensive and/or inappropriate way;
- falsification of any KJR record or document including time sheets, transactions and expense claims;
- theft or misappropriation of KJR assets including property, product, monies and information;
- harassment, discrimination, bullying and unwelcome behaviour towards customers, team members or visitors;
- reporting to work in an unfit state (including due to alcohol or other drug use);
- refusing to carry out a reasonable and lawful instruction; and/or
- any other situation reasonably deemed by KJR to be misconduct, up to and including gross and/or serious misconduct.

Consequences for breach

Misconduct by an employee may result in disciplinary action up to and including termination of employment, depending on the circumstances.

In some circumstances, KJR may deem misconduct to be gross or serious misconduct. Generally, the level of the misconduct will determine what sort of disciplinary action is appropriate.

Dress Standards

At KJR, we believe our company dress standards should reflect the KJR brand, vision and style.

KJR team members may dress in casual business attire in the office however, when working on-site or meeting with a customer, KJR team members are expected to dress according to the customer's standards.

It is the team members' responsibility to ensure they understand a customer's dress standards prior to commencing on-site work. Where this is unknown, team members should dress in smart business attire in the first instance.

If required, team members must also wear appropriate gear plus any appropriate safety equipment or clothing. Team members must also ensure that their personal hygiene, dress and grooming meet both the company standards and the expectations of our customers.

When working from a home office environment, team members must ensure that they are dressed appropriately for all video meetings.

Working Hours

General Guidelines

At KJR, team members are responsible for ensuring regularity of attendance and punctuality for work and when returning from designated breaks. We understand that there are times when absence or tardiness is unavoidable; in this instance, team members must personally notify their manager as soon as practicable (preferably at least one hour prior to the team member's start time).

Usual business hours are between 9.00am and 5.00pm, Monday to Friday, with a 30-minute unpaid lunch break. Team members may however be required to work additional hours to complete their employment duties and to accommodate KJR's business requirements.

Consequences for breach

Excessive absenteeism or tardiness without adequate explanation and/or notice may result in disciplinary action, up to and including termination of employment/engagement.

Probation

General Guidelines

Probation is a period of review and appraisal to provide a new employee with a period of time to learn about the requirements of their role and work through their induction plans. This period is also for KJR to assess the employee's suitability for the role and whether the role is being performed satisfactorily.

Generally, all KJR employees are required to complete a probation period of **6 months** and continued employment at the end of this period is confirmed only when this is satisfactorily completed by the employee.

Please note: In some instances, the employee's probation period can be extended for another 4 months on top of the 6 months' probation period if the employee has failed to satisfactorily perform their duties.

During a team member's probation period, managers, will aim to:

1. Provide informal and/or formal feedback to help the employee understand how they are performing in the role.
2. Give at least one formal appraisal before the end of the probation period. While every situation is different, as a general guide, more formal appraisal processes may include meetings, verbal and/or written warnings.
3. At the end of the probation period, complete a final assessment and advise the team member of the result.

Please note: It should be clear that KJR is not obliged to follow this process and that KJR reserves the right to terminate the employment of a probationary employee without following any of the steps referred to above.

Performance Management

General Policy

KJR understands that in order for the business to be successful, all team members must contribute and perform their roles competently and effectively.

The purpose of performance management is to ensure team members understand what is expected of them in their roles, to support their ongoing high performance and satisfaction at work, and where necessary, to address unsatisfactory performance.

On-the-job performance and contribution at KJR are generally managed in two key ways:

- annual performance planning and review cycle; and
- ad-hoc performance improvement action, if necessary.

Annual Performance Planning and Review Cycle

KJR aims to observe an annual performance planning and review cycle, which is aligned to KJR's business objectives set each year. KJR aims to repeat the cycle each year and it may involve the following steps:

- Agreeing on performance plans and objectives, linked to the team member's responsibilities, company objectives for the year, and the demonstration of KJR's values and behaviours. KJR encourages these to be set collaboratively between the team members and their manager at the beginning of each financial year.
- Reviewing performance during the year, both informally and formally, e.g., at half-year performance appraisals; this is intended to be a two-way discussion between a team member and their manager, with the goal of ensuring performance is on track and all objectives will be achieved by the end of the year.
- Completing performance reviews, which among other things, may formalise feedback.

KJR endeavours to ensure that reviews of performance (whether informal or formal) are linked to the specific requirements of a team member's role and development.

Performance Improvement

KJR aims to provide team members with the necessary resources and support to ensure that they are set up for success in their careers. Should a team member fall short or digress from where KJR expects them to be, KJR will step in to get the individual back on track. Likewise, KJR expects team members to take ownership of their own career and show initiative when it comes to a plan of what needs to be done to turn their performance around.

The intention is to provide some clear, achievable objectives. Should these not be met, and KJR feels it has provided the necessary time, support and opportunity to address concerns, then KJR will aim to have a discussion with the team member around next steps.

Notwithstanding the above, from time to time, issues may arise that require immediate action/rectification from the team member.

Any team member whose performance is substantially or consistently below the required standards may be subject to disciplinary action up to and including termination of employment.

Business Expenses

General Policy

From time to time, team members may be required to incur expenses in the course of performing their employment duties. Team members must seek prior authorisation from their manager before incurring any business-related expenses. Expenses covered may include reasonable travelling, accommodation and other out of pocket expenses as required and authorised by KJR.

Subject to the team member's compliance with this policy, KJR will reimburse team members for any authorised expenses incurred in the proper performance of their employment duties. To be reimbursed, team members must submit any business expenses through the online timesheet portal and provide KJR with original receipts and any other necessary evidence of payment and of the purpose of each expense.

Use of Personal Mobile Phone for Business Purposes

Where a team member uses their personal mobile telephone for official KJR business, and they have obtained prior authorisation from the CFO to do so, they may submit a claim for reimbursement through the online timesheet portal for reimbursement of such calls. As per the general policy, the employee should submit a copy of their telephone account, with details of the calls being claimed and any other details or evidence requested by KJR, on a monthly basis.

Use of Personal Vehicle for Business Purposes

Where a team member uses their personal vehicle for official KJR business and has obtained prior authorisation from the CFO to do so, they may submit a claim for mileage expenses.

When using a personal vehicle for work purposes, the team member must;

- hold a valid driver's licence (KJR may verify driving records and licence status with the relevant authorities at any time prior to or during employment);
- ensure that their vehicle is roadworthy and safe to drive for company business;
- ensure that their vehicle is insured for business use and
- report any accidents that may have whilst driving on company business.

Team members are not able to submit a claim for normal trips between home and work as this is considered private travel.

Team members should submit a claim through the online timesheet portal and provide KJR with original receipts and any other necessary evidence of payment and of the purpose of each expense.

Company Credit Cards

KJR may issue team members with company credit cards for the use of business-related expenses only at its discretion. The card may be used by the authorised employee only and must not be given to or used by any other person. KJR reserves the right to withdraw or replace company credit cards without notice. If a company credit card is lost or stolen, the employee must report it immediately to the CFO or Talent & Culture.

Receipts for any purchases made on a company credit card must be provided to the CFO no later than 15 days after the end of the month. Failure to provide receipts may result in the employee having to reimburse KJR for the expense. Purchases made on a company credit card must not exceed \$1500 per transaction. Employees must not collude to breach this clause i.e. purchases greater than \$1500 must not be split amongst multiple transactions or purchased in conjunction with another company credit card holder.

No personal (private or domestic) expenses are to be paid for using a KJR credit card. Where a personal purchase is made accidentally, the employee should notify the CFO immediately and arrange to reimburse KJR as soon as possible.

Company credit cards must not be used for; cash advances, ATM transactions, traveller's cheques, bank cheques or foreign currency transactions.

It is the team member's responsibility to ensure the appropriate use of a company credit card and submit their receipts and statements to the CFO within 15 days (about 2 weeks) of the end of each month. Failure to comply with this clause may result in:

- the team member being liable for the expense if the team member fails to provide a receipt or other proof (acceptable to KJR) that the expense incurred was an authorised business expense;
- the team member may be liable for any additional interest or late fees that might be incurred by KJR for late payment caused by the team member's delay; and/or
- disciplinary action depending on the circumstances.

Prohibited Expenses

Payment for the following items must not be claimed for reimbursement or purchased using a company credit card;

- Trade creditors or where a trade relationship already exists
- Asset Acquisitions including office supplies, equipment, software and books
- Contractor payments
- Repetitive procurement
- Fines, penalties and interest charges including traffic and parking fines
- Membership or subscription fees
- Payment in whole or partial payment for a reimbursement of an expense that was invoiced personally to the credit card holder or invoiced to a close associate (for example part payment of a personal telephone bill)

All credits, returns and rebates must be processed and received by Finance. All full or partial contra payments or transactions must be approved by Finance.

Entertainment

All entertainment, team members or client/customer, must;

- support a legitimate business purpose,
- be authorised by a member of the senior management team (as per delegated authorities),
- not exceed budgeted allocations for selling expenses,
- and not create a reputational concern or negative impression of the Company or its employees e.g. entertainment at adult entertainment venues or in gambling venues is not considered appropriate).
- Not to be used on any gambling activities
- Not to be used on any sexual activities

Tips must be clearly itemised on the receipt and should not exceed 10% of the total bill.

Business Travel

General Travel Policy

From time to time, KJR team members may be required to travel in order to effectively undertake the duties of their role. The guidelines for travel depend on the distance, location and duration of the trip. Subject to compliance with this policy, team members will be reimbursed for reasonable out of pocket expenses incurred through authorised work-related travel, upon production of receipts (this may include expenses in relation to transport, meals, accommodation, and the like and provided such expenses have been authorised by KJR in advance).

Local Travel

Local travel will be authorised upon request for reimbursement or approval of relevant expenses. Local travel reimbursement will depend on legitimacy of business use and reasonableness of value spent.

Interstate Travel

Travel bookings for flights, accommodation, and car hire are to be arranged by the Team Assistant or Finance. A request should be made via the timesheet portal under travel, and this will be judged by the authorising manager on a case-by-case basis. Economy class flights will generally be booked for all interstate travel.

Accommodation will generally be booked as a single room where a team member travels alone. Where team members travel in groups, apartment accommodation with multiple rooms may be booked to reduce costs.

Requirements for Travel

Team members are expected to submit a Travel Request and provide details of travel requirements through the online timesheet portal, including:

- destination
- duration (start and end dates)
- reason for travel
- details of any specific booking requests

All travel must be approved by the team member's manager and booked by the Team Assistant or Finance. Team members making travel bookings for travel which is not authorised will not have their expenses reimbursed.

Taxis and Uber

In accordance with this policy, taxi fares will be reimbursed and/or authorised employees may request an Uber using the Company Uber account where use of public transport is not possible or would be more expensive and take significantly longer.

Meal and Incidental Expenses

KJR will aim to reimburse team members for reasonable levels of meal and incidental expenses while travelling for work purposes. This may include:

- food and beverages
- phone calls
- internet connection
- laundry

If, while travelling, some meals and incidentals are already provided for by KJR due to an event or other company-funded activity, team members should not claim the full allowance and should only submit a claim for meals and incidentals where they are out-of-pocket.

KJR endeavours to arrange travel insurance for work related travel. Where any specific business assets are travelling with the team member, it is the team member's responsibility to inform the Team Assistant or Finance of these.

The meal and incidental expense maximum will be \$90.00 per day.

Authorising Managers

All travel requests and expenses must be authorised by the team member's manager before being booked or incurred.

Contact Details

It is imperative that team members provide a detailed itinerary to their manager prior to departure to ensure team members are contactable whilst travelling for work purposes. Team members must also ensure KJR has up to date emergency contact details prior to departure so KJR knows who to contact in case of an emergency or should a team member's itinerary change.

Leave

General Leave Policy

All KJR employees, (hereafter referred to as team members) are entitled to leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

All planned leave must be mutually agreed, and take into account business requirements, workloads and both KJR's and the team member's needs. Team members must apply for leave through the online timesheet portal and leave must be approved by the team members manager in advance, except when the team member cannot reasonably anticipate the absence (such as instances of illness where the team member must complete a leave application as soon as reasonably practicable).

Annual Leave Policy

Basic entitlement

Team members are entitled to annual leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement. For example, generally full-time team members accrue 4 weeks (20 days) of annual leave for each completed year of service and part-time team members accrue annual leave on a pro-rata basis based on the number of hours worked.

Taking annual leave

Please note:

All annual leave requests must be submitted at least 4 weeks prior to the anticipated period of leave and team members must ensure that their request for leave has been approved prior to the leave being taken. KJR is not liable for any cancellation fees relating to travel arrangements made prior to leave being approved. Annual leave can only be taken at the discretion of the manager and at a time convenient to KJR. Requests for annual leave may be refused on reasonable business grounds taking into account factors such as workloads, other leave and business needs.

KJR encourages team members to take annual leave as it falls due, and not to accumulate more than 4 weeks at any one time. KJR reserves the right to request team members to take annual leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

KJR shuts down over the Christmas and New Year period each year and all team members will be required to take Annual Leave for a period of up to 12 working days unless they are working on a billable project. In some circumstances, a team member can request to cash out some annual leave. Any such request must be made in writing. The team members, however, must retain a balance of a minimum of 4 weeks.

Personal Leave Policy

Basic entitlement

Team members are entitled to personal leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement. For example, generally, full-time team members accrue 10 days (about 1 and a half weeks) paid personal leave for each completed year of service and part time employees accrue personal leave on a pro rata basis based on the number of hours worked.

Taking personal leave

Personal leave may be taken where absent from work in the following circumstances:

- due to personal illness or injury (“**sick leave**”); or
- for the purpose of caring for a member of the team member’s immediate family or member of their household who is sick and requires care and support (“**carer’s leave**”).

For the purposes of this policy, **Immediate family** has the meaning given in the *Fair Work Act 2009 (Cth)* (**FW Act**). The *FW Act* definition currently includes a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling or child, or a child, parent, grandparent, grandchild or sibling of a team member’s spouse or de facto partner (or former spouse or de facto partner). It also includes step-relations (e.g. step-parents and step children) as well as adoptive relations.

Unpaid personal leave

Once a team member has used all of their paid personal leave, they may be entitled to take up to 2 days unpaid carer’s leave per occasion.

Evidentiary/notice requirements

If a team member needs to take personal leave, they must promptly notify their manager of their absence, its reason and its expected duration by email.

They must provide evidence, such as a medical certificate or a statutory declaration, in support of the need for personal leave. KJR will usually require a medical certificate, or other suitable evidence, for any absences in excess of two consecutive days, if the leave is taken a day before or after a weekend, public holiday or rostered day off. KJR otherwise reserves the right to require a team member to provide a medical certificate and/or other documentary evidence as it deems necessary.

Personal leave accrued, but not taken will not be paid to team members upon termination of employment.

Other Leave

Team members may also be entitled to long service, unpaid carer’s, compassionate, domestic violence, parental, jury duty leave and/or community service leave in accordance with applicable legislation, their contract of employment and/or any applicable award/agreement.

Domestic and Family Violence Policy and Leave

Domestic and Family Violence: Any behavior that is violent, threatening, coercive, controlling, or intended to make a family or household member fearful.

Affected Employee: An employee experiencing domestic and family violence, or whose family or household member is experiencing such violence.

KJR is dedicated to fostering a safe and supportive work environment for all employees. This policy underscores our zero-tolerance stance on domestic and family violence, outlines our support for employees affected by such violence, and details our commitment to prevention and education through workplace programs.

This policy applies to all employees, contractors, and volunteers at KJR.

Zero Tolerance

KJR strictly enforces a zero tolerance policy towards domestic and family violence. We condemn any form of domestic and family violence and are committed to addressing any related concerns within our workplace.

Support for Affected Employees

KJR is dedicated to supporting employees who are affected by domestic and family violence. We provide resources to ensure their safety and well-being, including leave options, flexible work arrangements, and access to counseling services.

Prevention and Education Programs

We recognise that while we cannot control employees' actions outside of work, we can promote awareness and education within the workplace. Our initiatives focus on mental health, appropriate workplace behavior, and emotional intelligence, all of which are integral to being an employee at KJR.

Roles and Responsibilities

Management

- Communicate the policy to all employees and ensure its understanding.
- Provide training and resources on recognizing and responding to domestic and family violence.
- Take immediate and appropriate action in response to reports or suspicions of domestic and family violence.

Employees

- Comply with this policy and participate in related training programs.
- Support colleagues who may be affected by domestic and family violence.
- Report any concerns or incidents to management or human resources.

Support and Resources

Leave and Flexible Work Arrangements

- Affected employees are entitled to necessary leave, including paid, unpaid, or special domestic violence leave.
- Flexible work arrangements may be offered to ensure the safety and support of affected employees.

Counseling and Support Services

- KJR provides access to confidential counseling services/ support services for those affected by domestic and family violence via our EAP program. For more information get in touch with your HR department.

Prevention and Education

Awareness Initiatives

- Regular awareness campaigns educate employees about domestic and family violence and the available support.

Well-Being Programs

- Throughout the year, we run programs emphasising mental health, emotional intelligence, and appropriate workplace behaviors. These initiatives are integral to our company culture and the well-being of our employees.

Domestic Violence Leave

For team members experiencing family or domestic violence, confidential support is available internally at KJR, via EAP (**LifeWorks**) and externally via 1800RESPECT.

For more information on this please contact your Talent and Culture team.

Family & Domestic Violence Leave Policy

All team members (including full-time, part-time and casual employees) are entitled to access

family and domestic violence leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement and the NES. For example, team members will generally be entitled to 10 days of paid family and domestic violence leave for each year of service.

A team member's paid leave entitlement is available in full immediately and resets on the team member's work anniversary. Family and domestic violence leave does not accumulate from year to year.

Family and domestic violence means violent, threatening, or other abusive behaviour by certain individuals known to a team member that seeks to coerce or control the team member or causes them harm or fear. Team members can take leave when they:

- are experiencing family and domestic violence; and
- need to do something to deal with the impact of that violence; and
- It is impractical to do things outside their ordinary hours of work.

To access paid family and domestic violence leave, the individual could be:

- a team member's close relative
- a member of the team member's household, or
- a current or former intimate partner of a team member.

Taking personal leave

If a team member takes family and domestic violence leave, they should provide KJR with notice of leave as soon as reasonably practicable, including notification of the expected period of leave. KJR will take reasonable steps to keep any information about a team member's situation confidential when they receive it as part of an application for leave.

KJR can ask for evidence, which can include:

- a statutory declaration
- documents issued by the police
- documents issued by a court, or
- family violence support service documents

Reporting and Response

- Employees can report incidents of domestic and family violence to their manager, or human resources.
- All reports will be handled confidentially and with sensitivity.

Response

- Immediate and appropriate action will be taken in response to reports of domestic and family violence.
- The safety and well-being of the affected employee will be the primary concern.

Confidentiality

KJR will maintain the confidentiality of all disclosures of domestic and family violence. Information will only be shared on a need-to-know basis or as required by law.

Review and Monitoring

This policy will be reviewed annually to ensure its effectiveness and relevance. Employee feedback will be considered, and necessary updates will be made to improve the policy and its implementation.

Compassionate Leave Policy

Basic entitlement

All team members (including full-time, part-time and casual) are entitled to compassionate leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement. For example, team members will generally be entitled to 2 days of compassionate leave for each occasion where:

- a member of the team member's immediate family or household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies; or
- a child is stillborn, where the child would have been a member of the team member's immediate family, or a member of the team member's household, if the child had been born alive.

5. Immediate family has the same meaning referred to in personal leave above.

Compassionate leave is paid for full-time and part-time team members and is unpaid for casual team members. Additional unpaid leave may be granted at KJR's discretion. Compassionate leave does not accrue and is not paid to employees upon termination of employment.

Taking compassionate leave

Team members may take compassionate leave in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement. For example, a team member may take compassionate leave as a single continuous 2-day period or two separate 1-day periods, or as otherwise agreed by the team member and KJR (for example, this may include periods of less than one day).

If a team member wishes to take a period of compassionate leave, they must notify their manager of their absence prior to their normal start time (preferably at least one-hour prior). Team members should endeavour to speak to their manager directly; notification by email or text message is not acceptable.

KJR otherwise reserves the right to require a team member to provide a medical certificate and/or other documentary evidence as it deems necessary that would satisfy a reasonable person of the team member's entitlement to take compassionate leave.

Long Service Leave Policy

Team members are entitled to long service leave in accordance with their individual terms and conditions of employment and the provisions of relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

Parental Leave Policy

Parental leave covers maternity, paternity and adoption leave.

Eligibility Criteria for Parental Leave

Team members are entitled to parental leave in accordance with the provisions of relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

For example, generally:

- All full-time and part-time team members are eligible to apply for parental leave if they have completed at least 12 months of continuous service with KJR, in accordance with applicable statutory provisions, their contract of employment and/or any applicable award/agreement

- Casual team members are eligible to apply for parental leave if they:
 - have been employed by KJR as a casual employee, on a regular and systematic basis, for at least 12 months; and
 - would reasonably have expected to continue working for their employer on a regular and systematic basis, had it not been for the birth (or expected birth), or adoption (or expected adoption), of a child.

Otherwise, casual team members, contractors, sub-contractors, volunteers and the like, are not entitled to parental leave.

Taking Parental Leave – Notice and Evidence Requirements

To take parental leave, the team member must provide notice and evidence requirements in accordance with applicable statutory provisions, their contract of employment and/or any applicable award/agreement, this may include, but is not limited to:

- providing KJR with written notice, at least 10-weeks prior to starting parental leave, or as soon as practicable or if the leave is to be taken in separate periods of concurrent leave, notice must be provided at least 4-weeks before starting the period of concurrent leave, or as soon as practicable;
- specifying in the notice the intended start and end dates of the leave;
- confirming any changes to the intended start or end dates of the parental leave at least 4 weeks before the intended start date, specified in any previously given notice, unless it is not practicable to do so.

KJR may also require the team member to provide evidence, such as a medical certificate or statutory declaration, prior to taking parental leave in accordance with applicable statutory provisions, their contract of employment and/or any applicable award/agreement. For example, this may be in relation to the date of birth (or expected date of birth), or the date of placement (or expected date of placement), of the child (if the leave is adoption-related).

Taking Parental Leave – When it can be taken

Parental leave must be taken in accordance with applicable statutory provisions, their contract of employment and/or any applicable award/agreement.

For example, generally, a pregnant team member may start a period of parental leave at any time within the 6-week period immediately before the expected date of birth, or earlier at KJR's discretion. Where a team member continues to work within the 6-week period immediately before the expected date of birth, they may be required to provide a medical certificate stating they are fit to continue working in their present role. In circumstances where a team member fails to provide a medical certificate, the team member may be required to start their parental leave as soon as possible within the 6 week period, at the discretion of KJR.

In addition, generally if a team member, who is not pregnant, takes parental leave, the leave must start no earlier than the date of birth or placement (if the leave is adoption related) of the child.

KJR strongly encourages that all periods of parental leave (including where combined with periods of paid leave) are taken in a continuous, unbroken period of leave.

Leave Without Pay Policy

Leave without pay is not a right or entitlement. At its discretion, KJR may approve periods of leave without pay that team members are not otherwise entitled to. Team members are expected to use all available paid leave before requesting any periods of unpaid leave and will not accrue other types of leave (such as personal leave and annual leave) while taking an approved period of leave without pay.

Jury Duty Policy

Team members are entitled to a certain amount of paid leave for jury duty in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

Team members should provide KJR with as much notice as is reasonably practicable for the period of jury duty. A team member on jury duty should supply their manager with:

- notice of the official request to attend jury duty;
- the details of attendance and expected duration of the jury duty;
- evidence of the team member taking all the necessary steps to obtain jury duty pay, they are entitled to from the court system; and
- evidence of the total amount of jury duty pay that has been paid or will be payable by the court system to them for the relevant period.

Subject to the team member providing the required evidence, KJR will pay the team member as per the requirements, in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

Failure to provide required evidence, being information in relation to:

- the team member taking all the necessary steps to obtain jury duty pay they are entitled to from the court system; and
 - details of the total amount of jury duty pay that has been paid or is payable to the team member, for the relevant period, may mean the team member is not entitled to payment from KJR while on jury duty, in accordance with relevant statutory provisions, their contract of employment and/or any applicable award/agreement.

Community Services Leave Policy

Team members are entitled to community service leave in accordance with the relevant statutory provisions, their contract of employment and/or any applicable award/agreement. For example, to engage in voluntary emergency management activities (for example, as a volunteer dealing with an emergency or natural disaster as a member of SES, CFA or RSPCA). Team members should provide KJR with notice of leave as soon as practicable, including notification of the expected period of leave.

KJR will support such activities wherever possible as an important community service. KJR may require reasonable evidence of these activities at its discretion.

Company Property

General Policy

Team members may be provided with company property (such as a company mobile phone or laptop computer) to perform the duties of their role. A list of company property allocated to a team member will be maintained in the Equipment Register – if a team member exchanges or receives new equipment during their employment, team members should ensure that they notify their manager so that this information can be updated.

KJR requires that company property be used efficiently, economically and carefully, and for the purposes with which it was provided.

KJR may allow limited personal use of company property, but this is to be kept to an absolute minimum. Limited personal use generally means:

- there is minimal expense to KJR;
- it is performed during non-work hours;
- there is no interference with the business of KJR; and
- there is no breach of any federal, state or territory laws, company policies, processes or work instructions.

Team Members allocated company property must ensure it is appropriately cared for and kept in a safe and secure location at all times. Company property must never be left unsecure on desks, in stores or in vehicles.

Team Members may be provided with keys and/or personal security access codes for their work location. Security access codes must be kept confidential, and keys kept in a safe place and not shared with any other person (including any other KJR team member).

Upon termination of the team member's employment/engagement or earlier upon request at KJR's discretion, team member's must return all company property, including, but not limited to, all physical and intellectual property of KJR, including mobile phones, business cards, fuel cards, reports, computers, software, keys, hard and soft copies of documents or any other property. If the team member does not return company property, the team member may be required to make a repayment to KJR or a deduction from their final payment may be made.

Occupational Health and Safety (OH&S)

General Policy

This policy applies broadly to all KJR team members, contractors, volunteers, work experience personnel and other workers (including individuals from third party organisations who are employed or engaged by KJR).

KJR takes its obligation to provide a safe and healthy work environment seriously. To achieve this, KJR will endeavour to ensure, to the extent reasonably practicable, a safe workplace and requires all team members and other individuals in the workplace to proactively participate in making safety a priority.

KJR Commitment

KJR aims to ensure that:

- there is compliance with all legislative health and safety requirements, codes of practice and standards relevant to the business;
- a health and safety management system is implemented and maintained; and
- there is a process to identify, assess and control all workplace hazards to prevent injury and illness in the workplace.

In addition, KJR aims to:

- provide and maintain a safe work site to the extent reasonably practicable, including the maintenance of relevant machinery and equipment and provision of appropriate Personal Protective Equipment (PPE);
- ensure that all team members are aware of their responsibilities in maintaining a safe workplace and in minimising the risk of injury to themselves and to their workmates; and
- assist with the return to work of team members who may be injured at work.

Individual Responsibilities

All individuals who this policy applies to have a responsibility to ensure their own safety and the safety of others who may be affected by their actions. Individuals have the responsibility to:

- take reasonable care for their own health and safety and the safety of others;;
- report any hazards at work immediately to their manager;
- comply with all workplace policies and procedures implemented in relation to health and safety;
- report all accidents, OHS incidents, near misses and other OHS risks and ensure that this report is recorded in writing;
- use any equipment and PPE provided in the correct manner to protect their health and safety at work; and
- contribute to and be involved in KJR's ongoing management of health and safety.

KJR acknowledges that the best health and safety outcomes are achieved through the joint cooperation of KJR and its team members, as well as other relevant individuals who this policy applies to. Individuals are expected to report hazards and risks to KJR and encouraged to make suggestions as to how the situation could be improved. KJR will endeavor to consult with individuals in relation to any workplace change that could impact on the health and safety of any of its team members.

OHS Issue Resolution

Where an team member identifies a health and safety issue, the team member must raise the issue immediately (via a *Hazard Report Form*). KJR will endeavour to deal with the issue as soon as practicable after being reported (including interim measures if required).

While the issue is being resolved, KJR may direct team members to modify the way they work to help ensure their health and safety.

Injury Procedure

If there is an injury, all team members must follow the below process:

1. The first priority is medical attention. The injured individual or nearest team member should contact one of KJR's first aiders. For a serious injury, emergency services should be contacted immediately by dialing 000.
2. Any team member or individual who is injured on-the-job, experiences a safety incident or a near miss, must report the incident to their manager.
3. KJR will aim to record all workplace injuries in its Register of Injuries and fill out an Injury Report Form.
4. Provide KJR with any assistance to report injuries to the relevant authorities when required in accordance with applicable state, territory or Commonwealth legislation.

Smoking Policy

KJR has a no smoking policy. Individuals are not permitted to smoke at the workplace, in company vehicles, offices or workplaces at any time.

Individuals who choose to smoke, should do so only during designated breaks. These breaks must not be taken at the entrance to KJR offices. If, in the opinion of KJR, a team member is taking excessive smoking breaks, this will be regarded as absenteeism and disciplinary action may be taken.

Drug & Alcohol Policy

General Policy

The aim of this policy is to outline KJR's stance on drugs and alcohol in the workplace. This policy applies broadly to all KJR team members, contractors, volunteers, work experience personnel and other workers (including individuals from third party organisations who are employed or engaged by KJR).

KJR aims to ensure the health, safety and welfare of all individuals in the workplace and is committed to preventing and reducing harm associated with illegal drugs or alcohol at work. The use of illegal drugs, and the inappropriate use of alcohol, medications or other substances, can have serious adverse effects on the safety and well-being of all individuals in the workplace, the public and the environment - this is regardless of a person's role within the business.

KJR maintains a strict policy against the use and consumption of alcohol or illegal drugs and/or inappropriate use of medication in the workplace, during work time, as they may cause a risk to the health and safety of that person or others at work. In addition, KJR maintains a strict policy against anyone reporting to work with illegal drugs or alcohol in their body or with the odour of illegal drugs or alcohol on his or her breath or body.

All individuals have a duty to take reasonable care of their own health and safety, as well as the health and safety of others.

While KJR does not wish to unnecessarily intrude into the private lives team members or other individuals in the workplace, if drugs or alcohol have the potential to impact on an individual's work performance or on safety standards, it will be necessary for KJR to intervene. This may include alcohol and drug testing, which may be targeted (e.g. in response to an incident), or conducted at random, as a means of helping to ensure the health and safety of all team members and other individuals and visitors to the workplace and the safety of the workplace generally.

Mandatory Rules and Obligations

Except as otherwise allowed by this policy, no individual (including team members, contractors and volunteers etc) is permitted to consume or possess alcohol, or use, possess, or deal in any manner with illegal drugs at any time, while reporting for work, on any premises associated with KJR including client sites, in training sessions, in company vehicles (or other vehicles while on company business), or at any time during work or while representing KJR in any capacity whether on or off company premises.

For the purposes of this policy, "**illegal drug**" means any drug that is not legally obtainable or a drug that is legal to possess but has not been legally obtained or used in accordance with law. It includes prescription drugs not being used for prescribed purposes or not by the person to whom they have been prescribed or not being taken in prescribed amounts, as well as over the counter medication not being used for its intended or recommended purpose or not being taken in recommended amounts. It also includes any substance a person holds out to another as an illegal drug.

In addition, no one may report to work with illegal drugs or alcohol in their body or with the odour of alcohol or illegal drugs on their breath or body.

For the avoidance of doubt, no one is permitted to drive a company vehicle or any other vehicle for work-related purposes whilst any alcohol or illegal drugs are present in their body.

Anyone on prescribed medication or who is taking over the counter medication is expected to follow all directions for the safe use of that medication, including any instructions or medical advice relating to dosage, use and operation of vehicles and is expected to check with their doctor or pharmacist to ascertain whether the use of the medication is likely to affect performance, and in particular whether it is likely to impact on their ability to perform their duties, including, for example, their ability to operate a vehicle. If this is the case, they must advise their manager as soon as possible. KJR may require the production of a medical certificate

certifying the side effects. If KJR considers that the individual is unable to safely perform some or all of their duties or represents a safety risk to the workplace and/or other individuals in the workplace, KJR may, in its complete discretion, direct the individual to perform other suitable duties where available or alternatively not attend the workplace until the person is certified fit to perform their usual duties.

Anyone who is adversely affected by drugs or alcohol will not be allowed to work until they are fit to do so. If an individual affected by alcohol or drugs is sent home to recover, they will not be paid for the lost time. Disciplinary action, up to and including termination of employment/engagement, may also be taken. The matter may also be reported to the appropriate authorities, such as the police

All individuals in the workplace are expected to cooperate with any investigation into possible violations of this policy. As part of this cooperation, KJR requires anyone who suspects that someone is working while under the influence of drugs or alcohol or has general concerns about the condition of another individual, to immediately report this situation to their manager. A refusal to cooperate with an investigation conducted under this policy may result in disciplinary action up to and including termination of employment/engagement.

Responsible Service of Alcohol

KJR understands that work-related events and functions, whether internal or external, may involve the offer of alcohol for consumption.

All work-related functions and events funded by KJR are considered to be an extension of the workplace. During these events, whether inside or outside of normal working hours or days, all KJR policies apply, and an appropriate standard of conduct is expected.

A modest consumption of alcohol is acceptable at approved functions. KJR reserves the right to require the venue to refuse service of alcohol to anyone who is, in the view of KJR, behaving inappropriately.

Available Assistance

KJR cares about the health and wellbeing of all individuals in its workplace. Wherever suitable and notwithstanding any appropriate disciplinary action taken, KJR may offer professional and confidential assistance to an individual in the workplace (including a team member) via referral to treatment programs such as the Employee Assistance Program (EAP).

The level of assistance provided by KJR will be assessed on an individual basis and at KJR's discretion.

KJR will endeavour to ensure that confidentiality is maintained.

Consequences for Breach

Non-compliance with this policy will be viewed as a serious matter. Where anyone breaches or is reasonably suspected of having breached this policy, KJR may take disciplinary action, up to and including termination of employment/engagement.

Anti Bribery and Corruption Policy

General Policy

KJR conducts its business in an honest and ethical manner. KJR is committed to maintaining a high standard of integrity and setting and articulating corporate behavioural and governance standards which are beyond reproach, with the objective of ensuring our reputation and our legal and tax obligations are achieved and maintained.

The purpose of this policy is;

- To define what KJR considers Bribery and Corruption
- To set out our behavioural expectations with respect to these
- To clarify the responsibilities of KJR and its team members in observing and upholding our zero-tolerance position on bribery and corruption; and
- To provide information and guidance to KJR and its team members on how to recognise and address bribery and corruption.

This policy applies to all KJR team members. Non-compliance with this policy could result in disciplinary action in addition to the potential for criminal proceedings.

Definitions

Bribery	Bribery is the offer, payment, promise or provision of a benefit or reward to a Third Party to influence the performance of a person's duty, to gain any commercial, contractual, regulatory or personal advantage and/or to encourage misuse of their authority.
Corruption	Corruption is the abuse of entrusted power for gain.
Facilitation Payment	Facilitation payments are typically small, unofficial payments made to secure or expedite a routine action by a third party.
Third Party	For the purpose of this policy, Third Party means any individual, government official or organisation that a team member comes in contact with during the course of undertaking work and includes, but is not limited to, customers, suppliers, distributors, business contacts, agents, advisers and agencies.

Policy

Bribery and Facilitation Payments

KJR team members are not permitted to give, offer, promise, accept, request or authorise a bribe, whether directly or indirectly and will comply with applicable laws and regulations in the relevant jurisdiction. KJR's policy is to not make, and not accept, facilitation payments or "kickbacks" of any kind. All team members must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback be made or accepted by KJR.

Gifts and Hospitality

As a general rule, team members are not permitted to accept Gifts or Hospitality unless it is incidental to normal commercial activities. Any Gifts or Hospitality received should be notified to your Manager

and those with an estimated value greater than \$100 (“value threshold”) must also be registered on the Gifts and Hospitality register.

KJR recognises that the practice of the giving and receiving of business gifts or hospitality varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift or hospitality should always be considered.

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties, for the purposes of establishing or maintaining good business relationships or improving or maintaining our reputation or image.

Commercial Advantage

KJR may have access to commercially sensitive information. Information which may either deliberately or accidentally provide commercial advantage. KJR and its team members must at all times be cognisant of this and ensure they do not knowingly provide one party with unfair advantage over another or be considered anti-competitive.

Donations

Any donation must be approved by the CFO prior to being pledged or paid.

Allowable Activities

The following provide some examples of activities which are generally allowed:

- work related conferences
- invitations to speak at a professional association (including flights and accommodation) with the prior approval from management.
- Gifts and genuine hospitality and entertainment expenditure that is reasonable and proportionate is allowable provided it complies with the following:
 - **made for the right reason** – it should be clearly given as an act of appreciation or common courtesy associated with standard business practice
 - **no obligation** – it does not place the recipient under any obligation, nor could it be construed as giving the impression that the recipient would be under any obligation
 - **no expectation** – expectations are not created by the giver or an associate of the giver or have a higher importance attached to it by the giver than the recipient would place on such a transaction
 - **made openly** – if made secretly and undocumented then the purpose will be open to question
 - **reasonable value** – its size is small and in accordance with general business practice
 - **appropriate** – its nature is appropriate to the relationship. Cash or cash equivalents are generally not acceptable.
 - **at “arm’s length”** – all transactions / gifts should be at an “arm’s length” basis with no special favours and no special arrangements
 - **legal** – it complies with relevant laws; and
 - **documented** – the expense or gift, if valued at \$100 or more, is fully documented in the Gift and Hospitality Register.

Record Keeping - Gifts

KJR maintains a Register of Gifts, the contents of which will be reported to the KJR CFO annually.

In addition to the Register of Gifts, KJR must keep other financial records and have appropriate internal controls in place which will evidence the business reason for making payments or providing gifts to third parties.

If team members are required to register a gift under this policy, they must email their manager, (cc’ing the CFO), within **28 days of receiving the gift or hospitality**, the following details to be recorded in

the Gifts Register;

- Date gift/hospitality received
- Name of recipient
- Name of company or individual providing the gift/hospitality
- Description of the gift/hospitality
- Reason for giving/receiving
- Estimated value of the gift/hospitality

Team members may register or obtain consent in relation to gifts or hospitality below the value threshold on a voluntary basis.

Reporting of misconduct

KJR prefers that any concerns of misconduct be reported in line with the KJR Whistleblower Protection Policy.

Responsibilities

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for KJR or under its control. KJR team members must;

- avoid any activity that might lead to, or suggest, a breach of this policy
- where possible, discuss with their manager the fact that they have been offered a gift / benefit before accepting it, to determine the appropriate action
- notify their manager as soon as possible if they believe or suspect that a conflict with this policy has occurred, or may occur in the future
- notify their manager if they have any other concerns or are unsure about whether a particular act constitutes bribery or corruption
- register any gift or benefit in the Gift Register in accordance with this policy
- report any breaches or suspected breaches of this policy through the reporting mechanisms set out in this policy.

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. KJR reserves the right to terminate contractual relationships with other stakeholders if they breach this policy.

The CFO must ensure that appropriate reporting systems are maintained.

Working from Home Policy

General Policy

KJR may from time to time, at its discretion, agree to a working from home (**WFH**) arrangement. The

objective of this policy is to set clear guidelines regarding how WFH arrangements are managed.

Eligibility

KJR and the team member may agree to a WFH arrangement. The ability to work from home is not an automatic entitlement or right. A request from a team member to enter into a WFH arrangement will be considered by KJR having regard to matter such as operational requirements, the duties of the position, the team member's circumstances and legislative compliance. Ultimately, KJR maintains complete discretion as to whether a WFH arrangement request is granted.

Where a team member is seeking to enter a WFH arrangement, they must make the request in writing to their manager setting out the proposed working arrangements and reasons for the change.

When considering whether to grant the request, KJR must be satisfied of the following requirements:

- the work involved can effectively be done at home considering the requirements of the entire team;
- the output or result will meet KJR standards for accuracy, professionalism and compliance;
- the amount that can be achieved from working at home is equivalent to what could be achieved at the same time in the office;
- the team member is contactable;
- the WFH arrangement will not adversely affect the adequate supervision or assessment of the person's or anyone else's work standards and contribution to the team;
- the team member has a suitable work area (i.e. a separate, identified area in the home where all work is to be performed), equipment and resources necessary to effectively work from home.

OHS and Access Arrangements

Prior to the commencement of a WFH arrangement, occupational health and safety (OHS) risks associated with WFH need to be identified, assessed and effectively controlled. Team members must complete, sign and return a WFH self-assessment documenting the potential OHS risks in the home and take any steps necessary to address potential safety risks in their designated work area.

When a WFH arrangement is in place, a WFH self-assessment may be requested periodically by KJR to ensure that any changes to the work environment have been captured. If a team member changes their WFH work environment or location in a manner that could have safety implications (i.e. moves residence/changes WFH setup) that team member must notify KJR and a WFH self-assessment must be recompleted in a timely manner.

The WFH arrangement may only commence when KJR is satisfied that OHS requirements have been met, and may be terminated at any time, at KJR's discretion, including if any requirements cease to be met.

Whilst WFH, team members are strictly prohibited from doing the following sorts of activities during their hours of work:

- undertaking home improvement activities (including but not limited to home repairs, gardening and the like);
- using any appliances or other products in a manner not strictly in accordance with the manufacturer's instructions;
- undertaking unsafe or strenuous activity; and/or
- engaging in unsafe practices, such as running indoors, climbing on objects and the like.

Otherwise, the same OHS requirements apply to team members WFH as to those in the workplace. Team members who work from home must cooperate with KJR as it seeks to comply with OHS requirements.

Should a team member suffer from any injury in the course of WFH, the incident must be reported to KJR within 24 hours or as soon as reasonably practicable. KJR may from time to time contact a team member WFH for the purpose of monitoring OHS.

Unless otherwise agreed, under a WFH arrangement, team members must strictly:

- only work in their designated work area within their primary residence which has been approved as safe by KJR;
- work the same hours, in the same pattern, as they would if they were working from the office; and
- comply with any direction regarding the keeping of timesheets,

This is to maximise effectiveness and to ensure the accurate recording of all hours worked.

As far as practicable, all other policies that apply to KJR team members continue to apply to KJR team members in a WFH arrangement.

Equipment

Prior to the WFH arrangement commencing, KJR and the team member will identify the equipment required by the team member to undertake work duties from home.

Team members may use their own equipment where appropriate. KJR may in its discretion provide the team member with KJR equipment in a WFH arrangement. Any KJR equipment supplied to the team member remains the property of KJR and must be returned upon termination of the team member's employment/engagement for whatever reason or earlier upon demand by KJR.

The same level of security protection applied to information technology equipment within the

workplace is to be applied to equipment used in a WFH arrangement. Team members must ensure that anti-virus and firewall applications are in place, up to date, configured properly and operating.

Communication

Contact arrangements between the team member and KJR must be agreed. Such arrangements may include diverting the team member's work phone number to a home or mobile number or the screening of calls by another work colleague (if appropriate).

Confidentiality

Confidentiality applies in the same manner to team members in a WFH arrangement as it does to team members working in an office environment. Due to the nature of WFH arrangements, additional measures may need to be undertaken to ensure confidentiality.

The team member must not leave equipment or any other work-related documents in public places. Team members should store information (electronic or otherwise) in such a way that only the team member may access it. Any documents used at the team member's home are to be kept secure at all times.

Disposal of work-related documents should be completed in accordance with the standards of KJR, which may include arranging for these documents to be placed in a secure waste bin or shredded. Team members should also take reasonable precautions to ensure that phone conversations conducted in the home are not overheard by other parties.

Termination

KJR may terminate a WFH arrangement, at its discretion, at any time, upon informing the team member.

Direction to Work from Home During a Pandemic

In certain circumstances, it may be necessary for KJR to request or require team members to work remotely or from home, such as in the circumstances of the coronavirus / COVID-19 pandemic. In such a situation, KJR will endeavour to consult with each affected team member and satisfy itself that they are able to perform their role remotely.

KJR is required to follow government guidelines regarding work from home during these times. In this instance, KJR may provide company property to team members to enable this, so as far as is reasonably practicable and at KJR's discretion. All equipment supplied to team members remains the property of KJR and must be returned upon termination of the team member's employment from KJR or earlier upon request at KJR's discretion.

In some instances, WFH may not be possible due to the nature of a role. In these instances, team members will still be expected to attend their usual work location in line with Government directions and KJR will endeavour to follow all health, safety and cleaning protocols to ensure, so far as is reasonably practicable, that the work environment is safe.

Working from a Remote Location

When a team member's position requires that work is performed from a remote location (that is somewhere other than our office or the team member's home) KJR may, at its discretion, supply necessary equipment (such as mobile phone and laptop). In addition, KJR may, as appropriate, reimburse team members for other reasonably incurred business expenses in line with KJR's travel policy. Reimbursement will only occur after approval from a team member's Manager. Steps must be taken to institute confidentiality of proprietary information when working in a remote location. All equipment supplied to team members remains the property of KJR and must be returned upon termination of the team member's employment from KJR or earlier upon request at KJR's discretion.

Equal Employment Opportunity

General Policy

KJR is committed to providing equal employment opportunity (**EEO**) to all qualified persons without discrimination or harassment, in line with EEO principles and relevant anti-discrimination legislation.

The objective of this policy is to enrich the business and improve success by:

- attracting and retaining the best possible team members;
- providing a safe, respectful and inclusive work environment; and
- delivering our products and services in a safe and respectful way.

KJR aims to base all recruitment, selection and promotion decisions on the best qualified and experienced candidate who can perform the occupational needs of the position. KJR aims to provide equal opportunity in employment to all people, suitable for a role, without discrimination or harassment based on a personal attribute protected under the EEO legislation.

In addition, KJR will endeavour to, where possible, make reasonable accommodations to assist persons with disabilities who can perform the essential functions for which they are qualified and selected, to assist them in their roles.

Prevention of Discrimination, Harassment and Bullying

General Policy

KJR seeks to provide a safe and healthy working environment, where all individuals are treated with dignity, courtesy and respect, and which is free from bullying, harassment and discrimination.

This policy applies broadly to all KJR team members, contractors, volunteers, work experience personnel and other workers (including individuals from third party organisations who are employed or engaged by KJR). Team members and other individuals who this policy applies to undertaking work outside of the normal workplace must also continue to abide by KJR's requirements in this regard.

KJR aims to:

- Always promote appropriate standards of conduct;
- ensure everyone knows their rights and responsibilities; and
- Where necessary, encourage reporting of inappropriate behaviour and provide a procedure for resolving complaints.

All individuals in the workplace have a responsibility to treat each other fairly and with respect. Individuals in the workplace must not unlawfully discriminate against, harass, sexually harass, bully or victimise other members of the team. Disciplinary action may be taken against anyone found to have behaved in such a manner, up to and including termination of employment/engagement.

Discrimination

It is unlawful to discriminate against someone (or a group of people) on the basis of any of the following attributes (or any other attribute listed in relevant state, territory or Commonwealth legislation) such as:

- | | | |
|---------------------------|-------------------------------------|---------------------------------|
| • age | • religious beliefs or activity | • national or ethnic origin |
| • sex | • marital, parental or carer status | • disability or impairment |
| • race | • pregnancy or breastfeeding | • gender identity |
| • physical features | • political beliefs or activities | • sexual orientation/preference |
| • lawful sexual activity; | • employment or industrial activity | • relationship status |

In addition to the attributes referred to, it is unlawful to discriminate against a person for the reason that they are associated with a person with any of the attributes referred to. Unlawful discrimination can occur regardless of whether the discriminator intended to discriminate.

Discrimination can be either **direct** or **indirect**.

Direct discrimination

Direct discrimination occurs if a person treats, or proposes to treat, a person with an attribute (as outlined above, for example race, sex, pregnancy etc) unfavourably because of that attribute.

In determining whether a person has engaged in direct discrimination, it is irrelevant:

- whether or not the person taking the action is aware they are discriminating or considers the treatment to be unfavourable;
- whether or not the attribute is the only or dominant reason for the treatment, provided that is a substantial reason.

Indirect discrimination

Indirect discrimination occurs if a person imposes or proposes or impose:

- a requirement, condition or practice that has (or is likely to have) the effect of disadvantaging persons with an attribute; and
- the requirement, condition or practice is not reasonable in accordance with relevant legislation.

Sexual harassment

Sexual harassment is unwelcome conduct of a sexual nature that would make a reasonable person, having regards to all the circumstances, feel offended, humiliated or intimidated and may be a single incident or series of incidents. Sexual harassment can be committed regardless of whether the behaviour concerned was intended to cause offence, humiliation or distress. KJR prohibits all acts of sexual harassment by or toward any individuals.

Sexual harassment can take many forms and can be physical, verbal or written, which can include, but is not limited to:

- unwelcome physical contact or attempted physical contact such as touching, kissing, patting, deliberately brushing up against a person and hugging;
- staring or leering at a person in a sexual nature or at parts of their body, this includes looking someone up and down;
- standing too close to someone or brushing him or her as you walk past;
- offensive gestures and/or wolf-whistling;
- sexual or suggestive remarks including comments about a person's body or appearance or comments that put down or stereotype people because of their sex, appearance or sexual preference;
- unwelcome sexual advances, suggestions, innuendos, propositions or requests for dates or sexual favours;
- sexual insults or jokes and innuendos of a sexual nature;
- sexually explicit conversations;
- insinuations or repeated questions about an individual's private life; or
- offensive written material e.g., pictures or photos;
- offensive conduct carried out on an online platform.

If KJR becomes aware of an alleged incident of rape, sexual assault or other criminal offences (e.g. indecent exposure or assault) this may be referred to the appropriate authorities, such as the Police, in conjunction with any other action taken by KJR.

Sexual harassment can occur during normal office hours and also outside of normal office hours, this may include at work related activities, such as training courses, conferences, working lunches or work-related social functions. Sexual harassment may also occur via online platforms, including email, Microsoft Teams, Skype and other social media sites such as Facebook and Instagram.

Harassment on the Ground of Sex

Harassment on the ground of sex is unwelcome conduct of a demeaning nature by reason of a person's sex, a characteristic that appertains generally to persons of a sex, or a characteristic that is generally imputed to persons of a sex, that would make a reasonable person, having regard to all the circumstances, feel offended, humiliated or intimidated.

Sex-based harassment can include, but is not limited to:

- asking intrusive personal questions based on a person's sex;
- making inappropriate comments and jokes to a person based on their sex;
- displaying images or materials that are sexist, misogynistic or misandrist;
- making sexist, misogynistic or misandrist remarks about a specific person;
- requesting a person to engage in degrading conduct based on their sex.

Workplace Bullying

Workplace bullying is repeated, unreasonable behaviour directed toward a person, or group of persons, that creates a risk to health and safety.

Unreasonable behaviour is behaviour that a reasonable person, having regard to all of the circumstances, would expect to victimise, humiliate, undermine or threaten the other person.

Risk to health and safety includes a risk to the mental or physical health of a person.

In some circumstances, bullying may also constitute harassment and/or discrimination. Bullying behaviour can range from obvious verbal or physical assault to very subtle psychological abuse and may include:

- physical or verbal abuse;
- yelling, screaming or offensive language;
- excluding or isolating employees;
- psychological harassment;
- intimidation;
- assigning meaningless tasks unrelated to the job;
- giving team members impossible jobs;
- deliberately changing work rosters to inconvenience particular team members; or
- undermining work performance by deliberately withholding information vital for effective work performance.

Bullying does not include reasonable management action carried out in a reasonable manner, for example, setting deadlines and goals, performance management, altering a team member's workload or duties and the provision of constructive feedback.

KJR finds any form of workplace harassment, discrimination or bullying unacceptable and it will not be tolerated in any circumstances. KJR reserves the right to take any steps necessary to address such matters, including by investigating allegations, facilitating restorative processes and/or taking disciplinary action, up to and including termination of employment/engagement.

Procedure: To Make a Complaint

KJR cannot resolve issues that are not brought to its attention.

If a team member believes they have been discriminated against, harassed or bullied in breach of this policy, they should keep detailed notes of the incidents including dates, times, places, witnesses (if any), what was said and by whom and how it made them feel. Team members should also bring this behaviour to KJR's attention.

Anybody who experiences or witnesses discriminatory, harassing and/or bullying behaviour, should:

1. **Tell the offender to stop** - Inform the person their behaviour is offensive, unwelcome, and against company policy and should stop. Team members should do this only if they feel comfortable enough to approach the offender directly. Team members should keep a written record of the incident(s) and any attempts to resolve the matter.
2. **Raise the issue** – If the above step does not resolve the situation or if an team member does not feel able to approach the other person as suggested above, or they simply want to discuss available options, KJR encourages team members to raise the issues with their manager or another relevant senior leader or a member of the Talent & Culture team. Various informal avenues to address the issue may be adopted at this stage, such as conciliation, ongoing monitoring, counselling, and the like. Following these discussions, an individual may decide to either make a formal complaint, or not proceed any further with the matter.
3. **Make a formal complaint** - If making a formal complaint, team members are required to submit it in writing to Talent & Culture. The written complaint must be as detailed as possible, including details of the incidents, dates, times, places and witnesses. If sufficient detail is not provided, KJR may not be able to effectively investigate a formal complaint, noting that respondents are entitled to understand the full "who, what, where and when" of the detail of the allegations against them.

Once a detailed written complaint has been made, KJR will make decisions on how to appropriately handle the complaint, which may include conducting either an internal or external investigation (depending on the circumstances), suspending team members on pay or reallocating work, pending the outcome of an investigation. In addition, depending on the seriousness of the matter, even if an individual chooses not to formally proceed with a complaint, KJR may consider it necessary to take further steps to deal with the matter, e.g. in the interests of workplace safety. The complainant, respondent and other relevant individuals (e.g. witnesses) are expected to cooperate

fully with any processes put in place by KJR and to maintain confidentiality with respect to their participation in any complaint or investigation. While KJR will endeavour to ensure that confidentiality is maintained on its end where possible, individuals should be aware that to enable a fair process and to afford natural justice to all involved, certain details may need to be disclosed, including the names of the complainant and witnesses. As such, it is generally not possible for a complainant or witness to remain anonymous.

All team members should be aware that there may be circumstances where KJR decides to take action with respect to discrimination, harassment or bullying even when a formal complaint is not made. This may occur where management observes behaviour that it considers is inconsistent with its policies and procedures.

Vexatious complaints

Complaints are expected to be raised in good faith and based on evidence. A complaint that includes false allegations, those made not in good faith, or not based on evidence may be considered to be a vexatious complaint.

KJR will not investigate complaints which upon initial assessment, are considered to be vexatious. If a team member is found to have made a vexatious complaint, this may result in disciplinary consequences.

Victimisation

Team members must ensure that they do not victimise someone for voicing concerns, or participating in a complaint process under this policy.

Victimisation occurs when a person is subjected (or threatened to be subjected) to some form of detriment, because it is known, or suspected, that they have:

- made or propose to make an allegation under this policy;
- provide or propose to provide any information or documents or attend an interview in relation to a process under this policy; or
- support or propose to support someone else in one of the above actions.

Breaches

KJR may take appropriate disciplinary action against a team member found to have committed acts of sexual harassment or other breaches of this policy, including bringing a vexatious complaint, engaging in an act of victimisation or the like.

The disciplinary measures adopted will depend on the circumstances but may range from a formal warning up to termination of employment/engagement.

Grievances

General Policy

A **grievance** is a work-related complaint, which may be regarding actions, behaviours of an individual, a group of peer/s, manager/s, client/s, processes or policies.

KJR endeavours to create a workplace where every team member feels supported to lodge a workplace grievance with their manager if they have reasonable grounds to believe a decision, behaviour or action affecting their employment is unfair.

Once a grievance has been made, KJR will make decisions on how to appropriately handle the grievance, which may involve escalating a grievance to senior management for further discussion. KJR aims to resolve grievances promptly and fairly.

Team members who have a grievance regarding bullying, harassment, discrimination or the like should refer to KJR's Prevention of Discrimination, Harassment and Bullying Policy and follow the relevant processes.

Grievance Resolution Procedure

Every grievance will be dealt with differently depending on the circumstances, however generally, KJR expects anybody who experiences a grievance to:

1. **Seek to informally resolve the grievance** - The team member should, in the first instance, try to resolve the grievance as close to the source as possible. This can be done in an informal way and may involve a verbal discussion. The team member is encouraged to keep a written record of the grievance and all attempts made to resolve the grievance.
2. **Escalate the grievance** - If the above does not resolve the grievance, or the team member simply wants to discuss available options, KJR encourages team members to raise the grievance with their manager or another relevant senior leader or a member of the Talent & Culture team. Various informal avenues to address the issue may be adopted at this stage. Following these discussions, an individual may decide to either lodge a formal grievance or not to proceed any further with the grievance.
3. **Lodge a formal grievance** – If lodging a formal grievance, team members are required to submit it in writing to either their manager or another relevant senior leader or a member of the Talent & Culture team. The written grievance must be as detailed as possible, including dates, incidents, witnesses, locations wherever possible and how they have already tried to settle their grievance. If sufficient detail is not provided, KJR may not be able to continue with the formal grievance process. Depending on the circumstances of the grievance, at this stage, KJR may elect to escalate the issue for consideration and appoint an internally or externally appointed person to determine the matter.

Conflict of Interest

General Policy

A conflict of interest arises whenever the personal, professional or business interests of a team member are potentially at odds with the best interests of KJR.

All team members are required under this policy and by law to act in good faith towards KJR and to avoid conflicts of interest. Team members need to be aware of the potential for a conflict of interest to arise, and of the obligation to always act in the best interests of KJR.

As individuals, team members may have private interests that from time-to-time conflict, or appear to conflict, with their employment with KJR. Team members must avoid being put in a situation where there may be an actual, potential or perceived conflict between the interests of KJR and their own personal or professional interests, or those of relatives or friends.

It is impossible to define all potential areas of conflict of interest, however as a general guide, the following are examples of conflicts of interest- team members must not:

- accept substantial gifts, inducements or gratuities in the context of their work. Where a person or an organisation wishes to express gratitude to a team member by providing a personal reward or gift, the team member must consult with their manager before accepting it;
- engage in any outside employment, business activity, trade or profession in any capacity without the prior written consent of KJR;
- engage in other interests during work hours that could affect performance.

If a team member is in doubt as to whether a conflict exists, they should raise the matter with their manager.

Procedure

Team members must:

- declare in writing all of their interests in other businesses or organisations and identify any interest that might reasonably be considered potential, actual or perceived conflicts of interest that exist on becoming employed by KJR to management;
- declare in writing any potential, actual or perceived conflicts of interest that arise or are likely to arise during employment by KJR to management; and
- avoid being placed in a situation where there is potential, actual or perceived conflict of interest if at all possible.

If a team member declares such an interest, KJR will endeavour to review the potential areas of conflict with the team member, this may include, trying to mutually agree on practical arrangements to resolve the situation, if appropriate, at KJR's discretion. In circumstances where a conflict of interest arises, it needs to be resolved to KJR's satisfaction and where possible, will try to mutually agree on practical arrangements to resolve the situation.

In addition, team members must disclose any other employment/engagements where there are external involvements that do not represent a conflict of interest, these must not affect performance or attendance whilst working at KJR or this will be considered a conflict of interest.

Team members must not set up or engage in private business or undertake other employment in direct or indirect competition with KJR during the course of employment with KJR without the express written consent of KJR.

Consequences for breach

If a team member is found to have breached this policy, such as by failing to declare a potential, actual or perceived conflict of interest, it may result in disciplinary action, up to and including termination of

employment/engagement.

Intellectual Property, Confidential Information and Security

Intellectual Property

All Intellectual Property developed by team members during their employment with KJR, will remain the property of KJR. Team members must disclose all Intellectual Property to KJR.

Intellectual Property includes, all copyright, granted patents, registered trademarks, rights against unfair competition, registered designs, circuit layout rights and the right to be the applicant for registration of any of these rights (where applicable), and any other rights (whether capable of registration or not) in all Works, performances, phonograms, broadcasts, inventions, discoveries, improvements, industrial designs, signs, commercial names and designations, computer programs, processes, concepts, strategies, know how, trade secrets and Confidential Information, databases and plans that (either solely or jointly with someone else) you author, invent, create, conceive, develop or may develop during the course of and/or as a result of your employment with KJR which is, has been, or becomes of any relevance KJR or to any related entity of KJR (as the term “related entity” is defined in the *Corporations Act 2001* (Cth)).

On termination of employment/engagement with KJR, or at any earlier time as requested, team members must execute all documents and take all steps necessary to provide KJR with the best copyright, patent or other protection and/or rights relating to all Intellectual Property.

Team members further acknowledge and agree that during their employment/engagement with KJR and at all times afterwards, they waive all moral rights in works they create (**Works**), to the extent permitted by law, in any jurisdiction and give KJR their express consent to adapt, edit, alter or modify such Works and acknowledge that they have no obligation to provide attribution of authorship for these works.

Confidential Information

Team members may be given access to Confidential Information relating to KJR and/or its related entities, clients, customers, suppliers and/or other contacts during the performance of their duties. This must be protected and used only in the interests of KJR.

Confidential Information any information and materials in any form concerning KJR or any related entities, including, but not limited to, trade secrets, people and brand strategies, product designs, know how, financial information, business plans, business methods, client lists, customer lists, any information relating to clients or customers, notes, products, engineering or other data, billing details, accounting procedures, details or lists of suppliers or contractors, planning or marketing strategies or procedures, techniques or information, commercially sensitive information, alarm codes, passwords, business tactics, business intelligence and/or any other information that KJR or any related entities indicates to be confidential or that a reasonable person would expect from its nature to be confidential, concerning KJR or any related entities, but does not include information and materials that are in the public domain other than by way of unauthorised disclosure.

Team members must keep Confidential Information confidential and secure at all times. Team members must not, at any time (including after their employment/engagement with KJR has ended) use, disclose, publish, transmit reproduce or attempt to use, disclose, publish, transmit or reproduce, in any form, any Confidential Information without the prior express authority of KJR other than as required by law. This extends to all comments, photographs, images and the like on any social media platforms (for example, LinkedIn etc).

Team members must act in good faith towards KJR and must prevent or if impractical, report the unauthorised disclosure of any confidential information.

Team members must not approach the media or respond to any approach from the media on any issue, without the express approval of the CXO or CEO.

Consequences for Breach

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment/engagement. KJR may also pursue equitable remedies, accounts of profits, monetary damages or other remedies where this policy is breached.

Flexible Working Arrangements

General Policy

KJR recognises the needs of team members to balance work and life commitments.

Eligible employees may be able to request flexible working arrangements in accordance with the provisions of the *Fair Work Act 2009* (Cth) or an applicable modern award or enterprise agreement.

A team member is only eligible to request flexible working arrangements if they are:

- a parent or have responsibility for the care, of a child who is of school age or younger;
- a carer (as defined in the *Carer Recognition Act 2010*);
- a person with disability;
- 55 or older;
- experiencing family or domestic violence; or
- providing care or support to an immediate family member or someone they live with, who is experiencing family or domestic violence.

In addition, to qualify to make a request, permanent employees must have completed at least 12 months of continuous service with KJR at the time of making the request.

Certain long-term casuals may also be eligible to make a request e.g., if they have been employed by KJR on a regular and systematic basis for at least 12 months at the time of making the request and they have a reasonable expectation of ongoing employment with KJR. If you are unsure whether you qualify to make a request, please speak to your manager or a member of the Talent & Culture team.

Flexible Working Arrangements may include:

- changing hours of work (e.g. working less hours or changing start or finish times);
- changing patterns of work (e.g. working 'split shifts' or job sharing); or
- changing the place of work (e.g. working from home).

If a team member requests to enter a flexible working arrangement whereby, they work from home, this should be entered into in consultation with KJR's Working From Home Policy. In addition, in circumstances where a team member works from home pursuant to a flexible working arrangement, they must adhere to the requirements under KJR's Working From Home Policy, included in this Policy Manual.

Process:

1. A team member must put their request in writing to their manager and outline details of the change sought and reasons for the change.
2. KJR will aim to consider the request and endeavour to provide a written response to the request within 21 days, stating whether the request has been granted or refused.

KJR may refuse the request on reasonable business grounds. If KJR refuses the request, KJR will endeavour to ensure the written response includes the reasons for the refusal.

Where a request has been granted, KJR will endeavour to issue a letter to the team member explaining the terms of the arrangement and review timeframes.

KJR has the discretion to review and discontinue flexible working arrangements where, for example, business requirements are not being met and will aim to discuss this with the team member.

KJR aims to ensure team members with flexible work arrangements have the same opportunities for career development and training as office-based team members.

VISA Sponsorship Policy

General Policy

KJR is committed to encouraging diversity in the workplace and may agree to assist foreign citizens in obtaining visas to work in Australia or obtain permanent residency in Australia.

Requests for sponsorship are to be submitted and will be reviewed at the discretion of the management on a case-to-case basis.

For more details, please contact the Talent & Culture Manager with regards to the eligibility, terms and conditions of the sponsorship

Approval requirements and process

To be eligible to be considered for assistance, the employee must generally have a level of skills or area of expertise that is of **measurable benefit** to KJR.

The extent of this benefit will generally be reflected in the level of support provided by KJR.

The following criteria may be used to determine eligibility for assistance:

- The nature of the employee's skill set which, ordinarily, must be of long-term benefit to KJR;
- The number of other employees of KJR with a similar skill set;
- The availability of the employee's skill set in the broader market;
- The employee's length of service with KJR (if applying for permanent residency);
- Legislative and other regulatory requirements;
- The employee's work performance (if applicable);
- The financial position of KJR, budget and any resource constraints;
- Equity of access and fairness to other employees.

KJR may agree to pay or repay all or any part of the costs involved in obtaining a visa or permanent residency for the individual and/or any costs involved in sponsoring the individual, including immigration agent costs and filing fees.

All requests for assistance will be considered on an individual basis by Talent & Culture and/or management in their complete discretion.

In all circumstances, individuals must repay all money to KJR if:

- their application for a visa or permanent residency is rejected and/or their sponsorship ends (in this situation, all monies must be repaid by the individual to KJR within 7 days of the rejection being notified, or the sponsorship ending, unless otherwise agreed with KJR); or
- they leave employment (for any reason) within two years of their visa or permanent residency being granted and/or their sponsorship commencing (whichever is later)
- they leave employment (for any reason) prior to their application for permanent residency being assessed;

For these purposes, each employee expressly authorises KJR to deduct any outstanding money owed from their final pay, with any outstanding amounts to be repaid to KJR within 7 days of the last day of employment.

Obligations

employment at KJR is subject to employees and prospective employees being eligible to work in Australia. At all times, employees are required to maintain the required work visa.

Employees and prospective employees must notify KJR immediately of any changes in their circumstances (personal or otherwise) that may impact on the conditions of their work visa or prospective work visa and/or sponsorship requirements.

For the avoidance of doubt, if an employee's work visa is cancelled, ceases to operate for any reason, or expires, their employment will automatically cease.

****KJR may amend this policy with or without further notice.*

IT and Communications

General Policy

KJR recognises that computer, internet and email facilities are effective work tools and that electronic communications are required in the workplace. KJR may provide team members with access to various IT equipment (including laptops, desktops computers, tablets, mobile phones etc) to assist them in performing their role. This policy provides the guidelines for the use of KJR's IT equipment, electronic means of communication and use of social media.

This policy applies broadly to all KJR team members, contractors, volunteers, work experience personnel and other workers (including individuals from third party organisations) who: use equipment leased or owned by KJR, including equipment provided by third parties while connected to any KJR networks, to access computer, internet, email facilities or other online platforms (**users**). It also includes use outside of working hours and external to the workplace (e.g., laptops and remote access). For the purposes of this policy, social media is any media used for social interaction and content sharing including, but not limited to, LinkedIn, Twitter, Facebook, Instagram, WhatsApp, TikTok and Snapchat.

All users must always adhere to the following guidelines:

- Use their unique username/login code and/or password when accessing the computer, internet and email facilities of KJR;
- Protect their user information (log on and password) at all times and not divulge this information to any unauthorised person;
- Lock or shut down their computer when leaving it unattended to ensure that others do not have access to their computer, internet, email facilities or other online accounts;
- Ensure all computing equipment is stored securely to ensure minimal possibility of theft and damage;
- Ensure that all emails sent from any email account provided by KJR contain an appropriate email signature including the user's name, title, KJR contact details and commercial disclaimer;
- Ensure that any disclaimer that is automatically included in emails sent from the computer facilities of KJR is not removed or amended without express authorisation from KJR;
- If a user receives an email which they suspect contains a virus, or may be a phishing attempt, they should not open the email and should immediately contact the IT Department for assistance;
- Use all IT equipment appropriately as intended, and take care not to cause any damage, or loss; and
 - Notify KJR within 24 hours' or as soon as practicable if the IT equipment is damaged, lost or stolen (in such a situation KJR may remotely wipe the data from the equipment).

Users acknowledge that any IT equipment, including, but not limited to, mobile phones and mobile phone numbers, provided by KJR remain the property of KJR unless ownership is formally transferred to the user, at KJR's discretion.

Additionally, all users must always adhere to the following guidelines:

Personal/Private Use

KJR allows people to use the internet at times for private/personal use in a reasonable and responsible manner. To allow people to do their jobs efficiently, KJR expects that non-work personal browsing is done before or after working hours or during meal breaks.

When using electronic communication, users need to ensure that those communications:

- Will not adversely impact on the security or integrity of the IT systems of KJR;
- Do not disclose any confidential information to unauthorised persons;
- Do not contain material that is defamatory, in breach of copyright or business confidentiality, is prejudicial to the good standing or reputation of KJR in the community or to its relationship with team members, customers, suppliers and any other person or business with whom it has a relationship or is otherwise a breach of legislative requirements;

- Do not contain material that amounts to gossip about colleagues or that could be offensive, demeaning, persistently irritating, threatening, discriminatory, involves the harassment or bullying of others or concerns personal relationships;
- Are professional; and
- Do not breach any state, territory or Commonwealth legislative requirements.

In addition to the above matters, any personal use of the resources must not adversely impact on a user's ability to perform their duties or expose KJR to any form of claim or investigation.

These provisions include posting on social media sites, blogs or other online media in accordance with the Social Media Policy. If a team member becomes aware of any disparaging material about KJR online, they must notify the HR or General Manager immediately.

Unacceptable Use

The following types of content are not to be viewed, downloaded and/or uploaded at any time (during or after working hours) using any type of KJR supplied equipment, device or connection:

- Offensive material including, but not limited to:
 - Abusive text or images
 - Sexually explicit material
 - Racially offensive material
 - Illegal material
- Non-work-related copyright protected material including, but not limited to:
 - Downloading and uploading of software
 - Downloading and uploading large numbers of images
 - Downloading and uploading files (e.g. audio, video, text, etc)
 - Downloading and uploading pirated content
- Non-work-related bandwidth intensive applications including, but not limited to:
 - Streaming video or audio (including Internet radio and web-cams)
 - Playing online games
 - Any other bandwidth-intensive applications

Unacceptable use of the resources of KJR also includes, without limitation:

- Inappropriate or illegal email or internet use at any time;
- Accessing non-work related sites (including social networking and social media sites) and/or the internet for non-work purposes during normal working hours;
- Accessing any websites that could bring KJR into disrepute;
- Using another person's password and/or user identification information to access the internet, email or the network of KJR without the prior permission of that person;
- Accessing, downloading or sending any material and/or messages that may be reasonably considered offensive to others or in breach of other policies of KJR ;
- Sending non work-related chain mail, spam or marketing emails;
- Using the resources of KJR to download and/or transmit and/or store music or video files, such as MP3s and any other non-work material;
- Sending attachments or emails that will potentially cause harm and/or degradation to the intended recipient and associated computer network including viruses or excessively large file attachments (if large files may have to be transmitted as part of the user's duties the recipient must first be asked whether this is acceptable)
- Conducting, assisting or facilitating computer 'hacking' activities, gaining unauthorised access to or making unauthorised use of computer files, networks, systems and/or documents;
- Storing large files for personal use which may slow down, degrade or otherwise damage the performance or capacity of the IT systems of KJR; and
- Using the resources for personal gain and/or profit.

Use of Personal Hardware

Users are not permitted to attach any of their own personal hardware (including, without limitation, portable hard drives, USB sticks, MP3 players or mobile phones) without obtaining prior permission from their manager.

Monitoring

KJR has the right (but no obligation) to monitor and audit use of its resources (including any computers, laptops, phones, tablets, etc) and may install software to enable KJR to monitor and/or wipe all data from any device, resources or IT equipment, at any time (e.g. if the device is lost or stolen).

KJR may also access or retrieve any material or data that is accessed, stored or transmitted on or through the IT systems or equipment of KJR at any time. This may be done for security and network management reasons and for supervisory purposes at any time and without prior notice. This can include personal IT equipment which was funded by KJR through reimbursement. Email messages and chat communications (such as Microsoft Teams) are not private communications and may be viewed by KJR at any time. All email and internet use is automatically recorded and may be monitored.

Consequences for Breach

Breaches of this policy are considered to be a serious matter and may result in disciplinary action, up to and including immediate termination of employment/engagement. This action may be taken regardless of whether a breach is committed during or outside of working hours. In addition, team members may be required to repay KJR certain amounts in compensation for IT and communications equipment provided by KJR (e.g. laptops, tablets, mobile phones etc) in relation to, for example, excessive personal use, damage, loss etc.

Social Media

This policy applies broadly to all KJR team members, contractors, volunteers, work experience personnel and other workers (including individuals from third party organisations) who use social media either as part of their job, work with KJR or in a personal capacity. All social media users are required to comply with this policy. All users must ensure that the information posted is clear about whom they are representing and any reference to KJR is correct and does not breach any of the KJR's policies or legislation.

Social media is media for social interaction created by individuals to allow them to gather in online communities to create or share content. Social media includes, but is not limited to:

- social networking sites (e.g. Facebook, LinkedIn, WeChat, Slack);
- communications, video and instant messaging platforms (e.g. Zoom, Microsoft Teams, Skype);
- video and photo sharing websites (e.g. Flickr, YouTube, Snapchat, TikTok, Instagram);
- blogs, including corporate blogs, personal blogs and video blogs (Vlog);
- micro-blogging (e.g. Twitter);
- wikis and online collaborations (e.g. Wikipedia);
- podcasting;
- forums, discussion boards and groups (e.g. Google groups, Whirlpool);
- online multiplayer gaming platforms (e.g. World of Warcraft, Second life);
- geo-spatial tagging (e.g. Foursquare);
- instant messaging (e.g. SMS, Facebook messenger, WhatsApp, WeChat, Instagram Direct Message);
- dating apps (e.g. Tinder, Bumble, Hinge); and
- any other websites or apps that allow individual users or companies to post comments online.

The above list is not intended to be an exhaustive list and it should be clear that this policy is intended to cover new and emerging technologies as and when they arise.

Personal Use of Social Media

KJR allows people to use social media at times for private/personal use in a reasonable and responsible manner. In order to allow people to do their jobs and work efficiently, KJR expects that non-work personal social media use occurs before or after working hours or during meal breaks.

It is important for users to understand the potential for damage (either directly or indirectly) to KJR when they can be identified as a team member of or affiliated with KJR whilst using social media. Accordingly, all users must comply with this policy to ensure that the risk of such damage is avoided.

Users will be held personally responsible for the content published in a personal capacity on any form of social media. When in doubt, Users should speak to their Manager about how to comply with the policy.

Where a user's comments or profile can identify them as affiliated with or a team member of KJR, they must:

- only disclose and discuss publicly available information about KJR, its team members, clients or suppliers;
- ensure that all content published is accurate and not misleading and complies with all company policies;
- expressly state on all postings that the views are the user's own and are not those of KJR; and
- comply with the Terms of Use of the relevant social media website, as well as copyright, privacy, defamation, discrimination, harassment and other applicable laws.

Users must not:

- post material that is offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, racist, sexist, breaches copyright or any other applicable state,

- territory or Commonwealth legislation;
- imply that they are authorised to speak as a representative of KJR, or give the impression that the views expressed are those of KJR (unless expressly authorised by KJR to do so, see more below);
 - use or disclose any of KJR's confidential information or intellectual property obtained as a result of their employment or engagement with KJR; and/or
 - make any comment or post any material that might otherwise cause damage to the company, its team members, clients or suppliers reputation or good standing or otherwise bring KJR into disrepute.

Authorised Use of Social Media

Before engaging in social media as a representative of KJR, users must have authorisation from KJR to publish information or make any comment on its behalf. Users may not comment about or for KJR unless authorised in writing to do so.

To become authorised to publish information or comment in an official or unofficial capacity, users must obtain authorisation from the CXO or CEO.

Once authorised to publish information or comment as a representative of KJR, users must:

- disclose that they are affiliated with or a team member of KJR;
- ensure that their profile on social media sites is consistent with their profile on KJR's website or other publications (if applicable);
- use the official company photograph/s for their profile photograph (if applicable);
- disclose and comment only on information that is in the public domain;
- ensure that all content published is accurate and not misleading and complies with all policies of KJR and relevant legislation;
- comment only on the user's area of expertise and within their authority;
- comply with the Terms of Use of the relevant social media website, as well as copyright, privacy, defamation, discrimination, harassment and other applicable state, territory and Commonwealth laws; and
- ensure that if an error or mistake is made the post is deleted as soon as possible and that management is advised of the error.

If users are authorised to publish information or comment as a representative, they must not:

- post or respond to material that is offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, racist, sexist, breaches copyright or any other applicable legislation;
- use, post, report or disclose any confidential information, internal company matters or intellectual property of KJR, this includes but is not limited to, any conversations or information that is confidential or deals with internal company matters or any of KJR's intellectual property; and/or
- make any comment or post any material that might otherwise cause damage to the reputation of KJR or the reputation of its team members, clients or suppliers or bring KJR into disrepute.

19.

If a user is unsure whether they are authorised to post or disclose something on social media, they should check with their manager before anything is publicly disclosed.

Reasonable / Unreasonable Personal Use

When accessing social media via the Internet, intranet and/or extranet systems of KJR, users must do so in accordance with KJR's policies.

Harassment and Bullying

Users are expected to treat colleagues, team members and others with respect and dignity and must ensure any posting on social media sites (whether in a personal capacity or as part of the job) does not constitute bullying and/or harassment or breach any of KJR's policies in this regard..

Defamation

Users should refrain from publishing material that may cause injury to another person, organisation, association or the reputation or good standing of KJR, or otherwise bring KJR into disrepute in any way..

Offensive or Obscene Material

Users are prohibited from posting material that is offensive or obscene.

Consequences for Breach

Any user who fails to comply with this policy may be subject to a disciplinary process, up to and including termination of employment/engagement.

Mobile Phones

General Policy

From time to time, it will be necessary for team members to have a mobile phone for the purposes of performing their duties.

KJR may provide certain team members with a mobile phone or mobile phone allowance for business use, at its complete discretion.

This policy sets out the expectations of KJR with respect to mobile phone allocation and usage by its team members.

Basis for Allocation

KJR may, in its complete discretion, elect to pay certain team members a mobile phone allowance or may elect to issue certain team members with a company mobile phone and mobile phone number for work use.

- If KJR decides to pay a team member a mobile phone allowance, KJR will determine, at its complete discretion, the amount of the allowance and any other necessary conditions or requirements (e.g. KJR may require the team member to install, regularly check and use the team member's work email on the phone, periodically update the phone to ensure it is using current technology and the like).
- If KJR decides to issue a team member with a specific KJR mobile phone, KJR will determine, in its complete discretion:
 - the make and model of the mobile phone (which could be new, or used);
 - the appropriate mobile phone plan (including the appropriate level of calls, text messages and data usage, plan duration etc.); and/or
 - the appropriate features of the phone and any necessary accessories for the phone (including internet use, email access, cameras, applications etc.).

In determining the above, KJR may take into account matters such as role requirements, frequency of use, availability of phones, current mobile phone plans, KJR requirements and so on.

Usage Requirements for Company Mobile Phones

Team members who are issued with a company mobile phone are required to adhere to certain requirements. In this regard, team members must:

- do all things necessary to preserve the mobile phone in the best possible working condition and keep it in good working order. Careless damage or loss (such as submerging the phone in water, dropping the phone, leaving it in a taxi/Uber and like) may result in the repair or replacement cost being borne by the team member and/or disciplinary consequences at KJR's discretion;
- notify KJR within 24 hours or as soon as practicable if the phone is damaged, lost or stolen (in such a situation, KJR may remotely wipe the data from the mobile phone);
- use the phone primarily for work purposes;
- install, regularly check and use the team member's work email.

Team members acknowledge that any company mobile phone and associated mobile phone number remains the property of KJR and upon termination of employment/engagement, the team member has no right to the mobile phone or mobile phone number. Upon termination of employment/engagement or at any other time upon request by KJR, the team member must return the mobile phone.

Personal use

KJR acknowledges that incidental personal use of the mobile phone may occur from time to time. KJR expects that any non-work use occurs before or after working hours or during meal breaks.

Team members are not allowed to incur personal call, text message or data costs when travelling overseas. Before travelling overseas all team members are required to turn off data roaming on the mobile phone. If a team member needs access to work emails whilst travelling, they should

endeavour to use Wi-Fi or turn data roaming on for short periods of time only (as agreed with KJR).

Team members may be required to reimburse KJR for any expenses associated with excessive personal use of the mobile phone at KJR's discretion. Team members who use their mobile phone excessively for personal purposes may also be subject to disciplinary action for a breach of this policy (see below).

Other Phones

Team members may otherwise elect to use their own personal mobile phone for various work-related purposes e.g. to check work emails and the like. If a team member elects to do this, they must ensure that they regularly check and use their work email and otherwise adhere to any of KJR's requirements. This includes ensuring that KJR's confidential information and intellectual property is not inappropriately downloaded and saved onto personal devices, and that this information is handled in a manner that ensures its security and is deleted at KJR's direction. Team members acknowledge that they are not entitled to any compensation as a result of electing to use their personal mobile phone for a work-related purpose, unless otherwise agreed with KJR.

Monitoring

KJR has the right (but no obligation) to monitor and audit the team member's use of a Company mobile phone, work email address and/or KJR online chat platforms and may install software to enable KJR to monitor and wipe all data from the mobile phone and/or inbox at any time (e.g. if the mobile phone is lost or stolen).

KJR may also access or retrieve any material or data that is accessed, stored or transmitted on or through the mobile phone at any time. This may be done for security or network management reasons and for supervisory purposes at any time and without prior notice. This can include a mobile phone which was funded by KJR through reimbursement. Email messages and chat communications (such as Microsoft Teams) stored on a KJR mobile phone are not private communications and may be viewed by KJR at any time.

Consequences for Breach

Breaches of this policy are considered to be a serious matter and may result in disciplinary action, up to and including termination of employment/engagement. This action may be taken regardless of whether a breach is committed during or outside of working hours. In addition, team members may be required to repay KJR certain amounts in compensation for a KJR mobile phone, for example in relation to excessive personal use, damage, loss etc.

Whistleblower Protection Policy

Introduction

KJR aims to maintain a high standard of legal and ethical business behaviour and create an environment where individuals are able to make Protected Disclosures and are supported and protected throughout the process.

If there are reasonable grounds to believe that a breach under the laws referred to in the whistleblower provisions of the Corporations Act 2001 (Cth) (Act) has occurred, the disclosure may be protected under this policy in accordance with the Act.

Objectives

The key objectives of this policy are to:

- confirm KJR's commitment to maintaining a workplace and business that is free from fraudulent and dishonest activity;
- foster a culture of honest and ethical behaviour; and
- encourage professional, ethical behaviours and corporate compliance throughout KJR.

KJR understands that these objectives can only be achieved and maintained with the support and commitment of its stakeholders. The expectation is that all stakeholders will conduct themselves in a manner that achieves these key objectives and behavioural standards. Stakeholders should be prepared to draw attention to any behaviour that they have reasonable grounds to believe is in breach of this policy, so that the conduct can be addressed and investigated as necessary.

Scope

This Policy covers Protected Disclosures by any Whistleblowers (as defined below), and relevantly includes past and present staff, company officers and service providers.

Definitions

Term	Meaning
Act	Corporations Act 2001 (Cth)
Eligible Recipient	A Protected Disclosure can be made to: [insert authorised person/s to receive protected disclosures] an officer or senior manager of KJR; an auditor or member of an audit team conducting an audit of KJR; an actuary of KJR; ASIC; APRA; a Commonwealth Authority prescribed by the regulations of the Act; a legal practitioner if the Protected Disclosure is made for the purposes of obtaining legal advice or representation in relation to the operation of the whistleblower provisions in the Act; or in certain circumstances, a journalist or a member of the Commonwealth, State or Territory Parliament if the Protected Disclosure is a public interest or emergency disclosure made in accordance with the Act.

Protected Disclosure	<p>A Protected Disclosure is one made by a Whistleblower to an Eligible Recipient in circumstances where the Whistleblower has reasonable grounds to suspect misconduct or an improper state of affairs or circumstances in relation to KJR, including information that indicates that KJR or an officer or employee of KJR has engaged in conduct that:</p> <p>Constitutes an offence against, or a contravention of, a provision of one of the following:</p> <ul style="list-style-type: none"> the Act; the Australian Securities and Investments Commission Act 2001 (Cth); the Banking Act 1959 (Cth); the Financial Sector (Collection of Data) Act 2001 (Cth); the Insurance Act 1973 (Cth); the Life Insurance Act 1995 (Cth); the National Consumer Credit Protection Act 2009 (Cth); the Superannuation Industry (Supervision) Act 1993 (Cth); or <p>regulations or other instruments made under those laws;</p> <p>constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more;</p> <p>represents a danger to the public or the financial system; and/or</p> <p>is prescribed by the regulations of the Act.</p> <p>For the avoidance of doubt, a disclosure that relates solely to a personal work-related grievance is not a Protected Disclosure and will not qualify for protection under this Policy in accordance with the Act, this includes, for example, a grievance about:</p> <ul style="list-style-type: none"> an interpersonal conflict with another employee; a decision regarding engagement, transfer or promotion; the terms and conditions of engagement; and/or a decision regarding suspension, termination or other disciplinary action.
KJR	KJR and each of its related bodies corporate
Whistleblower	<p>An individual is an eligible whistleblower if the individual is or has been any of the following in relation to KJR:</p> <ul style="list-style-type: none"> an officer; an employee; an individual who supplies goods or services or their employee; an associate; a relative or dependant of the above, or of their spouse, <p>and makes a Protected Disclosure to an Eligible Recipient.</p>

Confidentiality

A Whistleblower can make a Protected Disclosure anonymously.

KJR will endeavour to ensure that in making a Protected Disclosure the confidentiality of the Whistleblower's identity is maintained. In this regard, unless an exception exists, KJR will endeavour not to disclose the Whistleblower's identity or any information that is likely to lead to identification.

Exceptions to this include where:

- the Whistleblower gives consent;
- KJR is required or authorised by law to disclose; and/or
- it is reasonably necessary for the purpose of investigating the Protected Disclosure.

Liability

A Whistleblower who makes a Protected Disclosure, subject to legislative exceptions, cannot be subject to:

- civil, criminal or administrative liability (including disciplinary action) for the making of the Protected Disclosure;
- contractual or any other remedies which may be enforced or exercised against the Whistleblower on the basis of making the Protected Disclosure;
- the information disclosed in the making of the Protected Disclosure being used against the Whistleblower as evidence in criminal proceedings or in proceedings for the imposition of a penalty.

However, a Whistleblower will not be immune from liability if:

- the Whistleblower has provided false information; or
- wrongful conduct engaged in by the Whistleblower is revealed by the making of the Protected Disclosure.

Victimisation

KJR will endeavour to ensure that a Whistleblower does not face actual or threatened detrimental conduct because of the Protected Disclosure.

Detrimental conduct may include:

- dismissal;
- injury in the Whistleblower's employment;
- disadvantageous alteration to the Whistleblower's position or duties;
- discrimination against the Whistleblower;
- harassment or intimidation against the Whistleblower;
- harm or injury to the Whistleblower, including mental harm; and/or
- damage to the Whistleblower's property, reputation, business or financial position.

Supporting the Whistleblower

KJR recognises that Whistleblowers who make a Protected Disclosure may require support during the handling and investigation of that disclosure. KJR encourages the Whistleblower and any other party named as a potential wrongdoer in a Protected Disclosure, to utilise the services of KJR's Employee Assistance Program (EAP) or alternatively reach out to Talent & Culture for assistance as soon as possible.

Further, KJR will endeavour to ensure that the Whistleblower, and/or any other party named as a potential wrongdoer in a Protected Disclosure are afforded an opportunity to properly respond to the allegations raised.

Reporting

For a disclosure to receive protection, it must be a Protected Disclosure reported by a Whistleblower to an Eligible Recipient as defined above. This can be done anonymously.

A Whistleblower can also choose to make a Protected Disclosure to an Eligible Recipient as defined above, in writing.

Investigation

While KJR recognises that all Protected Disclosures are unique, it endeavours to provide a fair and thorough fact-finding investigation process, that is appropriate and reasonable to the circumstances surrounding the Protected Disclosure, to ultimately determine what has happened.

Where a Protected Disclosure has been made, KJR may conduct an investigation or undertake initial enquiries based on the information provided to it. This may include the Whistleblower and/or other participants, or witnesses being interviewed. However, if a Protected Disclosure has been made

anonymously, anonymity may prevent KJR from taking the issue further if KJR is not able to obtain further information from the source of the disclosure.

Access

This Policy is available to all staff on Sharepoint.

Environmental Impact Policy

General

As a responsible organisation, KJR is committed to taking steps to minimise the environmental impact of its operations.

Policy

To support the commitment of minimising the environmental impact of operations, KJR aims to:

- Monitor and comply with all relevant environmental legislation and regulations. Manage operations and physical assets in an environmentally responsible manner. This incorporates efficient use of materials and energy to provide KJR services. We aim to minimise waste generation through 'recycle, reuse and reduce'. We also aim to identify and manage excessive energy consumption.
- Work with suppliers who promote sound environmental practices. This includes using, where appropriate, environmental criteria in the selection of suppliers.
- Help clients to identify, assess and reduce environmental risk using a hazard analysis to evaluate environmental and health risks to our team members on client sites.
- Enhance awareness among our team members and workforce participants, educating and motivating them to act in an environmentally responsible manner. This includes the development of clear guidelines for our workforce to adopt sound environmental work practices both in our workplace and our client's workplace, then providing adequate training to ensure these practices are carried out.

Continuous Improvement

Where possible, Continuous Improvement will occur by:

- Periodically reviewing our Environmental Impact Policy and practices in order to improve operational and environmental performance.
- Learning from best practice examples of environmental management and being responsive to government principles and community issues.
- Integrating environmental awareness in planning and employee communications and training.
- Promoting a culture in which all KJR team members share this commitment.

Modern Slavery Policy Statement

Purpose

Modern Slavery is a crime and violation of human rights and is defined under the Australian Modern Slavery Act 2018 (the Act) as including eight types of serious exploitation:

- trafficking in persons;
- slavery;
- servitude;
- forced marriage;
- forced labour;
- debt bondage;
- deceptive recruiting for labour or services; and
- the worst forms of child labour which means situations where children are subjected to slavery or similar practices, or engaged in hazardous work.

The purpose of this Policy is to:

- prevent, detect and respond with mitigating controls to the risk of Modern Slavery occurring within KJR or in any other business relationships;
- demonstrate KJR's commitment to only doing business with those who fully comply with the Act; and
- ensure compliance with the Act (as may be amended from time to time).

Scope

This policy applies to all persons working for and with KJR or on its behalf in any capacity, including employees, directors, officers, volunteers, interns, external consultants, third-party representatives and business partners.

Policy Statement

KJR has a zero-tolerance approach to Modern Slavery. KJR is committed to acting ethically and with integrity in all its business dealings and relationships and to implementing and enforcing effective systems and controls to ensure Modern Slavery is not taking place anywhere in its own business operations or associated clients. KJR is also committed to ensuring there is transparency in its approach to tackling Modern Slavery throughout its business consistent with KJR's disclosure obligations under the Act.

The prevention, detection and reporting of Modern Slavery in any part of KJR's business is the responsibility of all those working for it or under its control. Employees who also include contractors, are encouraged to raise concerns with their manager or Director Governance, about any likely Modern Slavery breaches in any parts of KJR's business, at the earliest possible stage. KJR expects the same high standards from all of its contractors, suppliers and other business partners. KJR's contracting processes will include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and expect suppliers to hold their own suppliers to the same high standards.

Policy Program

KJR 's Modern Slavery program contains the following elements:

Policies

KJR currently operate the following policies that support awareness of acceptable practice and behaviour; and the reporting mechanisms to raise concerns of inappropriate behaviour:

- Corruption & Bribery Policy
- Whistleblowing Policy
- Code of Conduct.

Procedures

KJR will meet the requirements under the Modern Slavery Act in three ways:

1. Procurement of Goods and Services

The procurement framework is the key mechanism whereby suppliers are engaged by KJR. The procurement framework provides for due diligence on these suppliers and their compliance with the Act. Procuring goods and services will, as far as reasonable, be conducted in a way as to ensure that KJR sources goods and services from entities that comply with their obligations under the Act. The extent of the due diligence conducted in the procurement process will depend on the types of goods or services being sourced. Some examples of the due diligence that may be conducted include requesting:

- self-assessment/attestation that the supplier complies with various provisions in the Act;
- a copy of the supplier's most recent Modern Slavery statement (if applicable);
- details of structure and operations of their supply chain (if applicable); and/or
- details of the actions taken by the supplier to manage and address modern slavery risks in their supply chain (if applicable)

If a proposed contract is included as part of the procurement, consideration must be given to a provision ensuring compliance with the Act.

2. Contract Management and Monitoring Key Suppliers

The adoption of anti-slavery wording in contracts to cover compliance with the Act. The obligations in the clause to include:

- Obligation to comply with the Act;
- A requirement to take reasonable steps to ensure that there is no modern slavery in the

contractors supply chains or any subcontractor's supply chains; and

- A requirement to notify KJR if the supplier becomes aware of any actual or suspected breach of the Act.

KJR will work collaboratively with key suppliers/business partners to identify and manage modern slavery risks and develop commercial and actionable solutions.

3. Statement Preparation, Endorsement and Approval

The Act requires that an annual statement be prepared and approved for each financial year where the Company has a revenue of at least \$100 million.

Where required, the annual statement will be approved by the CEO and signed by the CEO. The preparation and submission of the annual compliance statement will be done in association with KJR.

Periodic Review

This Policy will be reviewed periodically by an employee authorised by KJR. Group employees will be notified of changes to the Policy to ensure that it is operating effectively and whether any changes are required.

Amendment of Policy

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