

Dated: 4 March 2022

Whistleblower Policy

Virtus Health Limited (ACN 129 643 492) ('Virtus')

Adopted by the Board on 16 March 2022

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1. INTRODUCTION AND PURPOSE

- 1.1 Despite its best efforts, Virtus Health Limited and its controlled entities (together, **Virtus Health** or **we**) recognise that it is not immune from the potential for misconduct. Therefore, we want to identify misconduct and respond to it properly.
- 1.2 This Whistleblower Policy (**Policy**) is one plank in our wider platform of strength, structure, transparency, and integrity in accordance with Australian Standards and relevant State and Federal legislation. Other planks include Virtus Health's:
- a) Code of Conduct (General);
 - b) Code of Conduct Policy and Procedure;
 - c) Corporate Governance Statement;
 - d) Diversity & Inclusion Policy;
 - e) Securities Trading Policy; and
 - f) Disclosure Policy.
- 1.3 Virtus Health expects that if any of our **Personnel** (defined at **paragraph 3.2.1**) become aware of, or reasonably suspect unethical, illegal, fraudulent or undesirable conduct (defined at **paragraph 3.4**), they will report it through the normal organisational channels as set out in the Virtus Health Complaints and Adverse Event Policy, and it will be dealt with through those channels. **However, in the event our Personnel are concerned that they (or someone else) will, or could, face any form of reprisal or victimisation for raising their concerns, they are encouraged to report those concerns via this Policy instead (as Whistleblowers).**
- 1.4 This is because concerns, disclosures, or complaints made under this Policy by a Whistleblower will entitle the Whistleblower to protections under the *Corporations Act 2001* (Cth) (the **Act**) which include, but are not limited to:
- a) protection of identity;
 - b) protection from **Victimisation** (as defined at **paragraph 5.3.2**); and
 - c) immunity from disciplinary, civil, contractual or criminal action,
- (together the **Whistleblower Protections**).
- 1.5 This Policy sets out:
- a) when a disclosure made under this Policy (**Whistleblower Disclosure**) is considered a **Protected Disclosure** (as defined at **paragraph 3.1**) under the Act;
 - b) the protections available to persons who make a Protected Disclosure;
 - c) who is may make a Protected Disclosure and how they can report suspected breaches of the Act;
 - d) how we will support and protect persons who make Protected Disclosures from detriment;
 - e) how we will investigate whistleblower disclosures;
 - f) how we will ensure the fair treatment of employees mentioned in whistleblower disclosures; and

- g) how this Policy will be made available to officers and employees of Virtus Health.
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2. SCOPE

- 2.1 This Policy is not a term of any contract, including any contract of employment, and does not impose any contractual duties, implied or otherwise on Virtus Health.
- 2.2 This Policy applies to all our Personnel and persons involved in a whistleblower disclosure, even if the alleged conduct that is the subject of a whistleblower disclosure occurred before this Policy was adopted.
- 2.3 The Whistleblower Protections afforded under this Policy will only apply to a Whistleblower where their whistleblower disclosure **meets all of the Threshold Requirements set out at paragraph 3.**
- 2.4 This Policy does not apply to:
- a) customer complaints or concerns about Virtus Health care or its Personnel; or
 - b) **Personal Work-Related Grievances** (as defined at **paragraph 3.4.4**) except as set out in the Policy.
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3. THRESHOLD REQUIREMENTS

- 3.1 A Whistleblower Disclosure will qualify for and receive the Whistleblower Protections if **(and only if)**:
- a) it is made by an **Eligible Whistleblower** (as defined at **paragraph 3.2**);
 - b) to an **Eligible Recipient** (as defined at **paragraph 3.3**) (or other person set out at **paragraph 4.2**); and
 - c) concerns a **Disclosable Matter** (as defined at **paragraph 3.4**), (together, Protected Disclosure).
- 3.2 An Eligible Whistleblower is any one of the following:
- a) any current or former Virtus Health employee, contractor, supplier, employee of a contractor or supplier, associate, or officer (within the meaning of the *Corporations Act 2001* (Cth)) (together, **Personnel**);
 - b) means any current or former Personnel, or relative or dependent of current or former Personnel;
 - c) doctors, visiting medical officers and their employees and associated whilst engaged on organisational work;
 - d) volunteers and unpaid workers;
 - e) work experience students;
 - f) consultants and/or consultants' employees whilst engaged on organisational work;
 - g) agents, whilst acting on behalf of the organisation; or
 - h) contractors/sub-contractors and any of their employees whilst engaged on work for the

organisation.

3.3 An Eligible Recipient is any one of the following:

- a) an officer or senior manager of Virtus Health;
- b) an actuary or auditor of Virtus Health; or
- c) persons authorised by us to receive Whistleblower Disclosures.

3.4 Disclosable Matter is any one of the following:

- a) Conduct, practices or business activities conducted by Virtus Health (or its Personnel), which an Eligible Whistleblower is aware or reasonably suspects to have involved **Misconduct or an Improper State of Affairs or Circumstances** (as defined at **paragraph 3.4.2**)
- b) Misconduct or an Improper State of Affairs or Circumstances include, but are not limited to:
 - i. fraud or corruption;
 - ii. illegal activity, such as theft, violence, harassment, criminal damage to property or other breaches of State, Federal or Territory legislation;
 - iii. unethical activity such as acting dishonestly, or willfully breaching Virtus Health's Code of Conduct;
 - iv. seriously harmful or potentially seriously harmful conduct to a person involved with Virtus Health, including patients or personnel, such as deliberate unsafe work practices or willful disregard to the safety of others in the workplace;
 - v. substantial risk to the environment;
 - vi. conduct that is damaging or potentially damaging to Virtus Health's reputation or may cause serious financial or non-financial loss to Virtus Health, or be otherwise seriously contrary to Virtus Health's interests; or
 - vii. conduct that constitutes an offence against, or in contravention of, a provision of any of the following:
 - o the *Corporations Act 2001* (Cth);
 - o the *Australian Securities and Investment Act 2001* (Cth);
 - o the *Banking Act 1959* (Cth);
 - o the *Insurance Act 1973* (Cth);
 - o the *Superannuation Industry (Supervision) Act 1993* (Cth); and
 - o any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more.
- c) Please note however that a Disclosable Matter is *unlikely* to include a Personal Work-Related Grievance.

- d) A Personal Work-Related Grievance is a grievance or concern:
- i. in relation to a Whistleblower's employment or engagement or former employment or engagement, having or tending to have personal implications for that person; and
 - ii. does not have significant implications for Virtus Health except that it relates to that person.
- ii. Examples of Personal Work-Related Grievances include:
- o grievances of a kind that solely relate to an interpersonal conflict between the Whistleblower and another employee; or
 - o a decision relating to the engagement, transfer, promotion, suspension, termination, discipline or the terms and conditions of engagement of the Whistleblower.
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4. TO WHOM AND HOW DISCLOSURES THAT QUALIFY FOR PROTECTION CAN BE MADE

4.1 Whistleblower Disclosures can be made verbally or in writing.

4.2 Whistleblower Disclosures can be made:

- a) internally to Eligible Recipients; or
- b) externally to:
 - i. Australian Securities and Investments Commission (**ASIC**);
 - ii. Australian Prudential Regulation Authority (**APRA**); or
 - iii. a prescribed Commonwealth authority (such as Australian Federal Police, or a State or Territory Authority (an authority or other body (whether incorporated or not) that is established or continued in existence by or under a law of a State or Territory;

(together, **External Authorities**);
 - iv. legal practitioners; or
 - v. a member of Parliament on an emergency or public interest basis in accordance with **paragraphs 4.3 or 4.4**; or
 - vi. a journalist (a person who is working in a professional capacity as a journalist for a newspaper, magazine, radio or television broadcasting service: or an electronic service (including a service provided through the internet) that is operated on a commercial basis or by a body that provides a national broadcasting service, and is similar to a newspaper, magazine or radio or television broadcast) on an emergency or public interest basis in accordance with **paragraphs 4.3 or 4.4**.

4.3 Public interest disclosures will also be protected if:

- a) the Whistleblower makes an initial whistleblower disclosure to an External Authority; and
- b) at least 90 days has passed since the initial whistleblower disclosure was made; and
- c) they do not believe, on reasonable grounds, that action is being taken, or has been taken, to address the Disclosable Matter; and
- d) they have reasonable grounds to believe that making a further whistleblower disclosure of the information would be in the public's interest; and
- e) (after 90 days have passed) they give written notification to the External Authority that includes sufficient information to which the initial whistleblower disclosure was made, which identifies the initial whistleblower disclosure and states that the Eligible Whistleblower intends to make a public interest disclosure; and
- f) the public interest disclosure is made to a member of the Commonwealth or State Parliament or the legislature of a Territory, or a journalist; and
- g) the information disclosed to those persons is no greater than necessary to inform the recipient of the Disclosable Matter.

4.4 Emergency disclosure will also be protected if:

- a) the Whistleblower makes an initial whistleblower disclosure to an External Authority; and
- b) they have reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment; and
- c) they gave the entity to which the initial Whistleblower Disclosure was made, a written notification sufficiently identifying the initial Whistleblower Disclosure and stating that the Whistleblower's intention to make an emergency disclosure; and
- d) the emergency disclosure is made to a member of the Commonwealth or State Parliament or the legislature of a Territory, or a journalist; and
- e) the information disclosed is no greater than necessary to inform the recipient of the substantial and imminent danger associated with the Disclosable Matter.

4.5 All files and documents provided to the Eligible Recipient will be kept secure and held on a confidential basis.

4.6 We encourage Whistleblowers to include as much information as possible in the report to allow a reasonable basis for investigation. The following details of the events underlying the report must be provided to the extent known and/or applicable:

- a) date;
- b) time;
- c) location;
- d) name of person(s) involved;
- e) possible witnesses to the events;
- f) evidence of the events such as documents (email etc.);

- g) any steps taken to report the matter elsewhere or to resolve the concern; and
 - h) best method of contact (an anonymous email can be provided if required).
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5. PROTECTIONS AVAILABLE TO WHISTLEBLOWERS

5.1 The following protections are available persons who make Protected Disclosures:

5.2 Immunity

- a) We will not subject any Whistleblower to civil, criminal or administrative liability (including disciplinary action) for making a Protected Disclosure.
- b) We will not enforce any contractual or other right or remedy that we might otherwise enforce against the Whistleblower for making a Protected Disclosure.
- c) Any information disclosed in accordance with this Policy, which is subject to the *Corporations Act 2001* (Cth) and the *Taxation Administration Act 1953* (Cth), cannot be admitted as evidence against the Whistleblower in criminal proceedings or proceedings for the imposition of a penalty (unless the proceedings relate to the disclosure in question being false or if the Protected Disclosure relates to the Whistleblower's own conduct).
- d) Please note though that the making of a Protected Disclosure will not prevent us from commencing or continuing with any investigation into allegations of misconduct against the Whistleblower or any management of the Whistleblower's performance.

5.3 Victimization

- a) Whistleblowers must not be victimised by us or our personnel and are protected from victimisation under the *Corporations Act 2001* (Cth).
- b) Victimization refers to a situation where a person engages in or threatens to engage in **Detrimental Conduct** (as defined at **paragraph 5.3.3**) against a person (ie. a Whistleblower), on the belief or suspicion that the person (ie. a Whistleblower) has made, intends to make, or could make, a whistleblower disclosure.
- c) Detrimental Conduct includes:
 - i. dismissal of the Whistleblower;
 - ii. injury of a Whistleblower in their employment;
 - iii. alteration of a Whistleblower's position or duties to their disadvantage;
 - iv. discrimination against a Whistleblower in comparison with like employees;
 - v. harassment or intimidation of a Whistleblower;
 - vi. harm or injury to a Whistleblower, including psychological harm;
 - vii. harm to a Whistleblower's property;
 - viii. harm to a Whistleblower's reputation;

- ix. harm to a Whistleblower's business or financial position; or
- x. any other harm to a Whistleblower.

5.4 Anonymity

- a) We will not disclose or provide any information that will identify or lead to the identification of the Whistleblower, except:
 - i. with the Whistleblower's consent; or
 - ii. if a court or tribunal requires it; or
 - iii. to an External Authority for the purpose of assisting that authority in the performance of its functions or duties;
 - iv. if the identity of Whistleblower is reasonably necessary to investigate the whistleblower disclosure of Disclosable Matter and the recipient takes all reasonable steps to reduce the risk of identifying the whistleblower; or
 - v. to a legal practitioner for the purposes of obtaining legal advice or representation in relation to a whistleblower disclosure; or
 - vi. to a person prescribed by law; or
 - vii. if otherwise required by law to be disclosed.
- b) A Whistleblower may however apply to the court or tribunal for an order protecting their identity or an order for compensation.

- 5.5 A Whistleblower may make a complaint to the **Whistleblower Officer** (as defined at **paragraph 6.3**), if they are concerned about a breach of confidentiality or if they believe that they are being, or have been, victimised.

6. HOW WE WILL INVESTIGATE DISCLOSURES

- 6.1 On receiving a Protected Disclosure, the Eligible Recipient will promptly report the matter up to the Whistleblower Officer.
- 6.2 The Whistleblower Officer will then promptly assess the matter as appropriate, which will include:
 - a) deciding on the need for an investigation;
 - b) commencing an investigation or appointing an independent investigator; and
 - c) timely updates on the progress and completion of investigations.
- 6.3 The Whistleblower Officer appointed will be a senior staff member who is not implicated directly or indirectly in the report and will likely be the person in the position of Virtus Group Chief People Officer who can be contacted by email at whistleblow@virtushealth.com.au.
- 6.4 The Whistleblower Officer will be responsible for making enquiries and collecting evidence for the purpose of assessing if the Whistleblower Disclosure can be substantiated as a Protected Disclosure. The possible outcomes of the investigation are:

- a) the Whistleblower Disclosure is substantiated, and appropriate action is taken; or
 - b) the Whistleblower Disclosure is not substantiated, and no further action will be taken unless further evidence becomes available; or
 - c) a determination is not possible, and no further action will be taken unless further evidence becomes available.
- 6.5 If the law requires, we will report that Whistleblower Disclosure to an External Authority and co-operate with any official investigations.
- 6.6 The Whistleblower Officer may communicate the outcome of the investigation through the channel used for the original report. The investigation process will vary depending on the nature of the Whistleblower Disclosure and the amount of information provided. Generally, the Whistleblower Officer will aim to conclude the investigation within [two months] of the report.
- a) If the Whistleblower does not consider the report was dealt with in accordance with this Policy or has a reasonable reason for being dissatisfied with the investigation outcome, the matter can be escalated to an Independent Investigator (defined at **paragraph 6.6.2**).
 - b) At the time of this policy was adopted, this investigator is Virtus Health's Legal Advisors, HWL Ebsworth. Contact (**Independent Investigator**) details for HWL Ebsworth are available from the Whistleblower Officer whistleblow@virtushealth.com.au.
- 6.7 In responding to a Whistleblower Disclosure, we will provide the Whistleblower with the Whistleblower Protections and maintain those protections if it is determined that the whistleblower disclosure is a Protected Disclosure.
- 6.8 We will also aim to keep the Whistleblower informed about the progress and outcome of our response to their whistleblower disclosure.
- 6.9 In the event a Whistleblower Disclosure relates to the Whistleblower Officer, the Whistleblower may instead, as they think appropriate, request that the Eligible Recipient who received their Whistleblower Disclosure instead report the matter to:
- a) the Independent Investigator; or
 - b) an External Authority.
- 6.10 All stakeholders to a Whistleblower Disclosure must cooperate with the Whistleblower Officer and Independent Investigator and authorities, so far as is lawfully authorised or required.
- 6.11 If the Whistleblower Officer or Independent Investigator are notified of a Whistleblower Disclosure, then they must provide impartiality and confidentiality in the management of the receipt and processing of the Whistleblower Disclosure made to them. They must make an assessment as to whether the Whistleblower Disclosure is a Protected Disclosure that falls within the scope of this Policy and what, if any, steps should be taken to address the Whistleblower Disclosure, including whether an investigation is appropriate. If they decline, they must inform the Whistleblower. If they decide to investigate, the Whistleblower Officer, or their delegate, will investigate the Whistleblower Disclosure promptly, fairly and impartially, lawfully and in accordance with this Policy.
- 6.12 Where a Whistleblower Disclosure has been made, the Whistleblower Officer, or delegate, must maintain a confidential record of the allegations and processes observed during the investigation into the Whistleblower Disclosure. Following consultation with the Whistleblower, the Whistleblower Officer, or delegate, must:

- a) provide a report to the Chair of the Board of Virtus Health, who will make a determination about whether the alleged Disclosable Matter is substantiated;
- b) report the Whistleblower Disclosure to an External Authority (as appropriate) and co-operate with those entities so far as is lawfully required; and
- c) take all reasonable steps to ensure the Whistleblower is kept informed about the progress and outcome of their investigation, and that they receive the Whistleblower Protections they are entitled to.

6.13 Alternatively, the Whistleblower Officer may report the alleged Disclosable Matter to the Independent Investigator, or an External Authority (as appropriate), and cooperate with that entity so far as is lawfully authorised or required.

7. HOW WE WILL SUPPORT AND PROTECT WHISTLEBLOWERS

- 7.1 Upon receiving a Whistleblower Disclosure, an Eligible Recipient and the Whistleblower Officer and anyone else privy to or involved in the whistleblower disclosure must:
- a) not victimise a Whistleblower following a Whistleblower Disclosure; and
 - b) refrain from revealing the identity of the Whistleblower or any information that is likely to lead to the identification of the Whistleblower (subject to the exceptions set out under **paragraph 5.4.1**).
- 7.2 If a claim of Detrimental Conduct to a Whistleblower is substantiated, we will aim to ensure that the conduct stops, as well as seeking to rectify any wrongdoing or adverse effects of that conduct. We will also consider whether there is anything systemic that we need to action, such as developing or changing our policies and procedures.
- 7.3 We will not victimise a Whistleblower, and we will aim to stop any of our Personnel from doing so.
- 7.4 When we receive an allegation of Victimisation, or of a breach of the Whistleblower Protections, we will investigate the allegation promptly.
- 7.5 Where any of our Personnel are found to have engaged in Detrimental Conduct, Victimisation, or to have otherwise breached this Policy, we will take appropriate disciplinary action. That action may lead us to terminate that person's employment or engagement.
- 7.6 Further support will also be offered to Whistleblowers, which might include:
- a) connecting the Whistleblower to Virtus Health via whistleblow@virtushealth.com.au;
 - b) appointing an independent support person from HR; and
 - c) referring the Whistleblower to other support agencies if relevant, such as Beyond Blue or Lifeline.
- 7.7 Please note that the use of support services may require the Whistleblower to consent to disclosure of their identity or information.
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8. HOW WE WILL ENSURE FAIR TREATMENT OF WHISTLEBLOWER STAKEHOLDERS

- 8.1 Whistleblower Disclosures will be handled confidentially when it is practical and appropriate in the circumstances.
 - 8.2 Each Whistleblower Disclosure will be assessed and may be subject of an investigation.
 - 8.3 The objective of an investigation is to determinate whether there is enough evidence to substantiate or refute the matters reported.
 - 8.4 When an investigation needs to be undertaken, the process will be objective, fair and independent.
 - 8.5 An employee who is subject of a Whistleblower Disclosure will be advised about the subject matter of the Whistleblower Disclosure as and when required by principles of natural justice and procedural fairness prior to any actions being taken.
 - 8.6 The Whistleblower Officer (or their delegate) will provide the person who is the subject of the Whistleblower Disclosure with sufficient time to consider and respond to the allegations, and (where appropriate for the purposes of the investigation) inform the person of the matters which are the subject of the investigation, excluding any information that may be used to identify the Whistleblower.
 - 8.7 An employee who is subject of a Whistleblower Disclosure may contact Virtus Health's support services referred to in **paragraph 7.6**.
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9. HOW THIS POLICY IS MADE AVAILABLE TO OFFICERS AND EMPLOYEES

- 9.1 This policy can be accessed by officers and employees via the Intranet or via any member of the public on Virtus Health's website at: www.virtushealth.com.au.
 - 9.2 If you have any questions or queries about this policy, please contact people@virtushealth.com.au.
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10. WHISTLEBLOWER PROCEDURE

