

**Thermo Fisher Scientific Australia  
Pty Ltd  
Whistleblower Protection Policy  
(Australia)**

# Whistleblower Protection Policy (Australia)

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## 1 Purpose

- (a) It is the policy of Thermo Fisher Scientific Australia Pty Ltd (**Thermo Fisher**) and its related entities to require the highest standard of business ethics and integrity on the part of all employees and to comply with all applicable laws and regulations in the conduct of its business.
- (b) The purpose of this policy is to:
  - (i) detect **disclosable matters**;
  - (ii) outline how and to whom a **protected disclosure** must be made;
  - (iii) outline the process by which Thermo Fisher will investigate **protected disclosures**;
  - (iv) inform **eligible whistleblowers** who make **protected disclosures** about the protections from **detriment**; and
  - (v) outline the process for fair treatment of persons to whom a **protected disclosure** relates or mentions.

## 2 Scope

- (a) This policy applies to all employees and officers of Thermo Fisher .
- (b) This policy will be made available to all employees and officers of Thermo Fisher on iConnect, as well as externally on its website as a controlled document.

## 3 What is a protected disclosure?

A disclosure of information by an individual will be a **protected disclosure** for the purposes of this policy if:

- (a) the disclosure is of a **disclosable matter**; and
- (b) the disclosure is made to an **eligible recipient** (which could be done orally or in writing); and
- (c) the discloser is an **eligible whistleblower**.

## 4 Disclosable matters

### 4.1 What is a disclosable matter?

A **disclosable matter** is a disclosure of information by an **eligible whistleblower**:

- (a) where the **eligible whistleblower** has reasonable grounds to suspect that the information concerns misconduct or an improper state of affairs or circumstances

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(including but not limited to dishonest conduct, unlawful conduct, corruption or fraud) in relation to Thermo Fisher or a related body corporate of Thermo Fisher; or

- (b) where the **eligible whistleblower** has reasonable grounds to suspect that the information indicates that Thermo Fisher, a related body corporate of Thermo Fisher, or an officer or employee of Thermo Fisher or a related body corporate of Thermo Fisher, has engaged in conduct that:
- (i) contravenes any provisions of the *Corporations Act 2001*, *ASIC Act 2001*, *Banking Act 1959*, *Financial Sector (Collection of Data) Act 2001*, *Insurance Act 1973*, *Life Insurance Act 1995*, *National Consumer Credit Protection Act 2009*, *Superannuation Industry (Supervision) Act 1993* or an instrument or regulation made under any of those Acts; or
  - (ii) contravenes any other law of the Commonwealth that is punishable by imprisonment for 12 months or more; or
  - (iii) represents a danger to the public or the financial system;
- or
- (c) in relation to a disclosure about affairs of Thermo Fisher or an **associate** of Thermo Fisher (within the meaning of section 318 of the *Income Tax Assessment Act 1936*) (**associate**) relating to any tax imposed by or under, or assessed or collected under, a law administered by the Commissioner of Taxation (**tax affairs**):
- (i) that is made to an **eligible recipient** referred to in clause 6(b)(i) to (iv), where the **eligible whistleblower**:
    - (A) has reasonable grounds to suspect that the information indicates misconduct, or an improper state of affairs or circumstances, in relation to the **tax affairs** of Thermo Fisher or an **associate**; and
    - (B) considers that the information may assist the **eligible recipient** to perform functions or duties in relation to the **tax affairs** of Thermo Fisher or an **associate**; or
  - (ii) that is made to the Commissioner of Taxation, where the **eligible whistleblower** considers that the information may assist the Commissioner of Taxation to perform their functions or duties in relation to the **tax affairs** of Thermo Fisher or an **associate**.

## 4.2 Personal work-related grievances

Personal work-related grievances of an **eligible whistleblower**:

- (a) are not **disclosable matters**, and are therefore not **protected disclosures**, except to the extent that they concern **detriment** to the **eligible whistleblower** in contravention, or alleged contravention, of clause 9.3;
- (b) arise where the information disclosed:
  - (i) concerns a grievance about any matter in relation to the **eligible whistleblower's** employment, or former employment, having (or tending to have) implications for the **eligible whistleblower** personally. For example,

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this includes, but is not limited to:

- (A) interpersonal conflicts;
- (B) decisions relating to the engagement, transfer or promotion of the **eligible whistleblower**;
- (C) decisions relating to the terms and conditions of the **eligible whistleblower's** engagement;
- (D) decisions to suspend, discipline or dismiss the **eligible whistleblower**; or
- (E) conduct (or alleged conduct) in respect of workplace bullying, harassment, sexual harassment or discrimination;

and does not:

- (ii) have significant implications for Thermo Fisher (or another organisation regulated by whistleblower protection laws) that are unrelated to the **eligible whistleblower**; and
  - (iii) relate to conduct (or alleged conduct) set out in clauses 4.1(b)(i), 4.1(b)(ii) or 4.1(b)(iii); and
- (c) may instead be more appropriately dealt with in accordance with Thermo Fisher's policies on bullying, equal opportunity and/or harassment.

## 5 Who is an eligible whistleblower?

An individual will be an **eligible whistleblower** if they are, or have been:

- (a) an officer of Thermo Fisher;
- (b) an employee of Thermo Fisher;
- (c) an individual who supplies services or goods to Thermo Fisher;
- (d) an employee of a person that supplies services or goods to Thermo Fisher (paid or unpaid);
- (e) an individual who is an **associate** of Thermo Fisher (within the meaning of the *Corporations Act 2001* (Cth)); or
- (f) a relative, dependant or spouse of an individual referred to in any of clauses 5(a) to 5(e).

## 6 Who is an eligible recipient?

- (a) For **disclosable matters** referred to in clauses 4.1(a) or 4.1(b), each of the following is an **eligible recipient** to whom an **eligible whistleblower** may make a

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**protected disclosure:**

- (i) a senior manager or an officer of Thermo Fisher or of a related body corporate of Thermo Fisher which, for the avoidance of doubt, includes Thermo Fisher's Vice President and General Manager, Director Finance & Operations, Director Human Resources. Up to date contact details for those individuals are set out on iConnect;
  - (ii) a person authorised by Thermo Fisher to receive **protected disclosures**, which includes Thermo Fisher's Senior Manager, Corporate Counsel and the Global Ethics Hotline referred to in clause 6(c);
  - (iii) an auditor, or a member of an audit team conducting an audit, of Thermo Fisher or a related body corporate of Thermo Fisher;
  - (iv) an actuary of Thermo Fisher or of a related body corporate of Thermo Fisher;
  - (v) ASIC, APRA or a Commonwealth authority; or
  - (vi) where the **eligible whistleblower** is disclosing for the purpose of obtaining legal advice or legal representation in relation to the operation of relevant whistleblower legislation - a legal practitioner.
- (b) For **disclosable matters** referred to in clause 4.1(c) (in relation to **tax affairs**), each of the following is an **eligible recipient** to whom an **eligible whistleblower** may make a **protected disclosure**:
- (i) the **eligible recipients** listed in clauses 6(a)(i), 6(a)(ii) and 6(a)(vi);
  - (ii) an auditor, or a member of an audit team conducting an audit, of Thermo Fisher;
  - (iii) a registered tax agent or BAS agent who provides tax agent or BAS services to Thermo Fisher;
  - (iv) any other employee or officer of Thermo Fisher who has functions or duties that relate to the **tax affairs** of Thermo Fisher; or
  - (v) where the **eligible whistleblower** considers that the information may assist the Commissioner of Taxation to perform their functions or duties in relation to Thermo Fisher's **tax affairs** – the Commissioner of Taxation.
- (c) For the purposes of clause 6(a)(ii), Thermo Fisher, in conjunction with Convercent, has authorised the Global Ethics Hotline to receive **protected disclosures**. The Global Ethics Hotline is an external, independently operated service that will accept contact by **eligible whistleblowers** on both a confidential and anonymous basis. To make a **protected disclosure** to the Global Ethics Hotline, or to view the status of a **protected disclosure**, go to [www.globalethics hotline.com](http://www.globalethics hotline.com).

## 7 Emergency and public interest disclosure

Clause 7 does not apply to **disclosable matters** that relate to **tax affairs**.

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## 7.1 Emergency disclosure

An **eligible whistleblower** may make an **emergency disclosure** to a Member of Parliament or a journalist where:

- (a) they have already made a **protected disclosure** to ASIC, APRA or a Commonwealth authority; and
- (b) they have reasonable grounds to believe that the information disclosed concerns a substantial and imminent danger to the health or safety of either:
  - (i) one or more persons; or
  - (ii) to the natural environment; and
- (c) they have notified the entity to which they made the **protected disclosure** that they intend to make an **emergency disclosure**; and
- (d) the extent of the information disclosed in the **emergency disclosure** is no greater than necessary to inform the recipient of the substantial and imminent danger.

## 7.2 Public interest disclosure

An **eligible whistleblower** may make a **public interest disclosure** to a Member of Parliament or a journalist where:

- (a) they have already made a **protected disclosure** to ASIC, APRA or a Commonwealth authority;
- (b) at least 90 days have passed since the **protected disclosure** was made;
- (c) they do not have reasonable grounds to believe that action has been or is being taken to address the matters to which the **protected disclosure** related;
- (d) they have reasonable grounds to believe that making the **public interest disclosure** in accordance with clause 7.2 would be in the public interest;
- (e) after the period referred to in clause 7.2(b), they have notified the entity to which they made the **protected disclosure** that they intend to make a **public interest disclosure**; and
- (f) the extent of the information disclosed in the **public interest disclosure** is no greater than necessary to inform the recipient of the **disclosable matters**.

# 8 Investigation of protected disclosures

## 8.1 Investigation of protected disclosures made to Thermo Fisher

- (a) The investigation procedure set out in clause 8.1 applies where an **eligible whistleblower** discloses a **disclosable matter** to an **eligible recipient** listed in clause 6(a)(i), 6(a)(ii) or 6(b)(iv).
- (b) In carrying out their obligations under clause 8.1, all persons must ensure they do

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not breach the confidentiality requirements in clause 9.1(c).

- (c) As soon as reasonably practicable after the **eligible recipient** receives a **disclosable matter**, the eligible recipient must:
- (i) provide the **eligible whistleblower** with the protections set out in clause 9 on an interim basis until the investigation in clause 8.1(e)(i) is finalised; and
  - (ii) ask the **eligible whistleblower** if they consent to the **eligible recipient** disclosing their identity, or information that may identify them, to:
    - (A) the individuals occupying the positions listed in clauses 8.1(d)(i) to 8.1(d)(iii);
    - (B) the person(s) investigating the **disclosable matter**; and/or
    - (C) any other parties involved in the investigation of the **disclosable matter**, such as witnesses.
- (d) Within a reasonable period of receipt of the **disclosable matter**, the **eligible recipient** must inform an individual occupying one of the following positions of the nature and substance of the **disclosable matter**:
- (i) Director Human Resources;
  - (ii) Senior Manager, Corporate Counsel; or
  - (iii) Vice President and General Manager.
- If the **disclosable matter** involves information about an individual occupying one of the positions listed in clause 8.1(d)(i), 8.1(d)(ii) or 8.1(d)(iii), the **eligible recipient** is not to inform that individual of the **disclosable matter**. The **eligible recipient** may inform an alternative individual if necessary.
- (e) The individual informed under clause 8.1(d) will take all necessary steps to facilitate an investigation into:
- (i) whether the **eligible whistleblower** disclosed a **disclosable matter** to an **eligible recipient**; and
  - (ii) if so, whether the **protected disclosure** is substantiated, partly substantiated, or unsubstantiated.
- (f) An investigation under clause 8.1(e):
- (i) may be undertaken internally or through the engagement of an external investigator. Where appropriate, the investigation may be undertaken under client legal privilege;
  - (ii) will be undertaken with the purpose of gathering all relevant evidence and in accordance with the rules of natural justice; and
  - (iii) will be undertaken in a confidential manner, including compliance with the confidentiality requirements in clause 9.1(c). Information about the **disclosable matter** will only be disclosed where necessary in order for an

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investigation to proceed effectively.

- (g) Where it is found under clause 8.1(e)(i) that the **eligible whistleblower** disclosed a **disclosable matter** to an **eligible recipient**, then a **protected disclosure** is made out and the **eligible whistleblower** will be afforded the protections in clause 9 on an ongoing basis.
- (h) If a **protected disclosure** is made and it relates to or mentions an employee or officer of Thermo Fisher, Thermo Fisher will ensure the fair treatment of the employee or officer by:
  - (i) to the extent possible given the requirements set out in clause 9.1(c), making the employee or officer aware of the nature of the allegations relating to or mentioning them and updating the employee or officer on the progress of the investigation;
  - (ii) giving the employee or officer an opportunity to respond to the allegations relating to or mentioning them; and
  - (iii) making the employee or officer aware of EAP services available to them.

## 8.2 Investigation of protected disclosures made to the Global Ethics Hotline

- (a) At the time that the Global Ethics Hotline receives a **disclosable matter**, it must ask the **eligible whistleblower** for their consent to disclose the **eligible whistleblower's** identity, and information that may identify them, to:
  - (i) any of the individuals occupying the positions listed in clauses 8.1(d)(i) to 8.1(d)(iii); or
  - (ii) the person(s) investigating the **protected disclosure**; and/or
  - (iii) any other parties involved in the investigation of the **protected disclosure**, such as witnesses.
- (b) Within a reasonable period of receipt of a **disclosable matter** through the Global Ethics Hotline, the Global Ethics Hotline will prepare a report setting out the details of the **disclosable matter** (and the **whistleblower's** consents given in accordance with clause 8.2(a), if any) and provide this report to an individual occupying one of the positions referred to in clauses 8.1(d)(i) to 8.1(d)(iii). Where the **eligible whistleblower** wishes to remain anonymous or not have their identity disclosed to anyone, the report must not identify the **eligible whistleblower**.
- (c) The individual who receives the report provided in clause 8.2(b) must then facilitate an investigation using the process set out in clauses 8.1(e) to 8.1(h).

## 8.3 Keeping eligible whistleblower informed

- (a) If an **eligible whistleblower** can be contacted, Thermo Fisher will provide them with an update at key stages of the investigation such as when the investigation has commenced, while the investigation is in progress and after the investigation has been finalised. The frequency of those updates will vary depending on the nature of the disclosure and investigation scope.
- (b) An **eligible whistleblower** will be given a summary of the investigation findings,

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unless Thermo Fisher is of the view that it would not be appropriate, for example, in order to preserve confidentiality.

## 9 Protections for eligible whistleblowers who make protected disclosures

### 9.1 Protection of identity

- (a) An **eligible whistleblower** who makes a **protected disclosure** is not required to identify themselves to Thermo Fisher or anyone else in order to be protected under this policy or the law.
- (b) An **eligible whistleblower** can:
  - (i) choose to remain anonymous while making a **protected disclosure**, over the course of an investigation, and after the investigation is finalised; and
  - (ii) refuse to answer questions that they feel could reveal their identity at any time.
- (c) If a person obtains information as a result of a **protected disclosure** that identifies or is likely to identify the **eligible whistleblower**, that person must not disclose that information to any person except:
  - (i) with the **eligible whistleblower's** consent; or
  - (ii) to a legal practitioner for the purpose of obtaining legal advice or legal representation in relation to the operation of relevant whistleblower protection legislation; or
  - (iii) to ASIC, APRA or the AFP; or
  - (iv) if the **protected disclosure** relates to **tax affairs** – to the Commissioner of Taxation; or
  - (v) to any government authority for the purpose of assisting the authority in the performance of its functions or duties, as long as it has also been disclosed to ASIC, APRA or the AFP (or, if the **protected disclosure** relates to **tax affairs**, the Commissioner of Taxation).
- (d) However, a person may disclose information (other than the actual identity of the **eligible whistleblower**) if reasonably necessary for the purposes of investigating a matter that is relevant to the **protected disclosure** and if the person takes all reasonable steps to reduce the risk that the **eligible whistleblower** will be identified as a result.
- (e) Thermo Fisher will put in place measures including but not limited to the following to maintain confidentiality and to protect the identity of an **eligible whistleblower**:
  - (i) the **eligible whistleblower** will be referred to in a gender-neutral context;
  - (ii) personal information of the **eligible whistleblower** will be redacted from any relevant documents;

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- (iii) all paper, electronic or other materials relating to a **protected disclosure** will be stored securely; and
  - (iv) access to information relating to a **protected disclosure** will, where appropriate, be limited to individuals involved in managing and investigating the disclosure.

## 9.2 Protection from certain liability

- (a) An **eligible whistleblower** will not be subject to any civil, criminal or administrative liability for making a **protected disclosure**.
- (b) However, this does not prevent an **eligible whistleblower** from being subject to any civil, criminal or administrative liability for conduct of the **eligible whistleblower** that is revealed by the **protected disclosure**.
- (c) Thermo Fisher will not exercise any contractual right, or seek any contractual remedy, against an **eligible whistleblower** on the basis that the **eligible whistleblower** made the **protected disclosure**, including termination of contract.
- (d) If the **protected disclosure** is made to the Commissioner of Taxation, or is a **public interest disclosure** or an **emergency disclosure**, the information contained in the **protected disclosure** is not admissible in evidence against the person in criminal proceedings or in proceedings for the imposition of a penalty.

## 9.3 Protection from detriment

- (a) An **eligible whistleblower** must not suffer **detriment** or be otherwise disadvantaged in reprisal for making a **protected disclosure**.
- (b) Specifically, no one may cause or threaten to cause **detriment** to another person because they believe or suspect that any person may have made, proposes to make, or could make a **protected disclosure**.
- (c) **Detriment** includes (but is not limited to):
  - (i) dismissal of an employee;
  - (ii) injury of an employee in their employment;
  - (iii) alteration of an employee's position or duties to their disadvantage;
  - (iv) discrimination between an employee and other employees;
  - (v) harassment or intimidation of a person;
  - (vi) harm or injury to a person, including psychological harm;
  - (vii) damage to a person's property;
  - (viii) damage to a person's reputation;
  - (ix) damage to a person's business or financial position; and
  - (x) any other damage to a person.

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- (d) Actions that do not constitute **detriment** include (but are not limited to):
    - (i) administrative action that is reasonable for the purpose of protecting an **eligible whistleblower** from **detriment**; and
    - (ii) managing an **eligible whistleblower's** unsatisfactory work performance or conduct.
  - (e) Thermo Fisher will take all reasonable steps to protect **eligible whistleblowers** who make **protected disclosures** from suffering **detriment** including by:
    - (i) ensuring all individuals referred to in clause 6(a)(i), 6(a)(ii) and 6(b)(iv) are trained to identify and report behaviour that causes **detriment**;
    - (ii) ensuring that all employees and officers of Thermo Fisher are made aware of this policy and the right to make a **protected disclosure** without suffering **detriment**; and
    - (iii) enabling **eligible whistleblowers** to make a complaint to any of the individuals referred to in clause 6 if they believe they have suffered **detriment**.

#### 9.4 Compliance with protections for eligible whistleblowers

An employee or officer of Thermo Fisher who fails to comply with clause 9.1(c), 9.3(a) or 9.3(b) may be subject to disciplinary action up to and including termination of employment. Such a person may also be in breach of the law, which may result in:

- (a) civil liability to pay compensation, damages and/or a penalty; and/or
- (b) criminal liability to pay penalties and/or a maximum of two years' imprisonment.

## 10 Malicious disclosures

This policy provides employees and officers of Thermo Fisher with an avenue to raise legitimate and serious concerns about **disclosable matters**. It is unacceptable for Thermo Fisher employees and officers to make malicious or false disclosures, or to knowingly provide false or misleading information regarding a disclosure. The making of a malicious or false disclosure or the provision of knowingly false or misleading information may be subject to disciplinary action up to and including termination of employment.

## 11 Questions

To obtain additional information before making a **protected disclosure**, or for any other queries on this policy, employees should contact the Director Human Resources.

## 12 Training

Thermo Fisher will carry out training for Thermo Fisher employees to educate them on their rights and obligations under this policy and applicable whistleblower legislation.

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Thermo Fisher will carry out separate training for **eligible recipients** within Thermo Fisher on how to respond to **protected disclosures**.

## **13 Review and amendment**

This policy will be periodically reviewed (and, if necessary, amended) by Thermo Fisher to ensure it is operating efficiently and complies with applicable legislation.