

ACCEPTABLE USE OF INFORMATION TECHNOLOGY POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to managing operational risks, including maintaining appropriate measures to ensure company technology is used appropriately and for legitimate business purposes.

1 Purpose

This Acceptable Use of Information Technology Policy (**Policy**) forms part of ARA Group's risk management and governance resources and serves to:

- (a) outline the acceptable use of the internet, email (including instant messaging), telephone (including mobile devices, text messaging and voicemail), social media, computers (including desktops, laptops and tablets), software applications, information systems, networks and infrastructure (including local and shared drives) and information technology facilities of ARA Group, irrespective of whether services are hosted within ARA Group's own infrastructure or hosted off premise as a managed cloud service (collectively **IT Facilities**);
- (b) protect ARA Group and its directors, officers, employees and personnel (together **Employees**) from exposure to risks such as the compromise of network systems and services, loss of intellectual property, and legal liability; and
- (c) put Employees on notice that certain IT Facilities may be subject to surveillance by ARA Group.

2 Application

- 2.1 This Policy applies to all Employees of ARA Group and any other parties acting as representatives or agents of ARA Group, irrespective of whether employment is conducted within ARA Group's office locations, on various worksites, from home or otherwise.
- 2.2 This Policy governs conduct in connection with employment with ARA Group and all conduct generally involving the use of IT Facilities which may adversely affect ARA Group or ARA Group's confidence and trust in its Employees.
- 2.3 Where Employees have opted-in to use an approved personal mobile device in connection with their ARA Group employment, this Policy will apply to the use of such device, and the definition of IT Facilities will extend to include personal mobile devices insofar as they are used to conduct ARA Group business and/or to exchange ARA Group data and information.

3 Proprietary rights

IT Facilities are the property of ARA Group (except personal mobile devices used for ARA Group business as above at subsection 2.3) and are to be used in the course of employment for business purposes in serving the interests of ARA Group. Any data created by Employees using IT Facilities remains the property of ARA Group.

4 Privacy

Privacy considerations only apply to this Policy with respect to matters covered by the *Privacy Act 1988* (Cth), ARA Group's Privacy Policy or ARA Group's Employee Privacy Policy. Employees acknowledge that privacy in relation to any activity undertaken using IT Facilities will be limited to the extent ARA Group has the right to monitor, access, retrieve, read and/or delete communications, information or data as contained in section 13 of this Policy.

5 Acceptable use of IT Facilities

- 5.1 Employees must exercise good judgment to act responsibly and ethically when using IT Facilities and use such facilities in a manner that is lawful.
- 5.2 Employees must not take advantage of IT Facilities for the personal gain of themselves or others, nor are IT Facilities to be used for the purposes of causing detriment to ARA Group or others.
- 5.3 Under no circumstances are IT Facilities to be destroyed or materially altered by any Employee without prior express authorisation from a proper officer of ARA Group, which for the avoidance of doubt includes a member of ARA Group's information technology department (**IT Department**).
- 5.4 Employees must not use IT Facilities for personal use in any way that could interfere with the responsibilities of the Employee, disrupt any technological system, or harm ARA Group's reputation.
- 5.5 Employees may not reallocate or swap equipment, systems or telephones with other employees unless prior permission has been given by ARA Group's IT Department.
- 5.6 Employees must, at all times, comply with the terms and conditions (or contractual obligations) of usage of technology equipment and software of other parties (for example, Microsoft) and must otherwise comply with ARA Group's External Software Policy.

6 Prohibited conduct

- 6.1 Under no circumstances whatsoever are Employees to use any of the IT Facilities to; access, upload, download, use, retain, distribute or disseminate any images, text, materials or software which:
 - (a) are, or may reasonably be, considered to be offensive, abusive, racist, discriminatory, harassment, sexually explicit (including of a pornographic or generally distasteful nature) and/or illegal;
 - (b) might encourage or promote activities which make unproductive use of ARA Group's time;
 - (c) might affect or have the potential to affect the performance of, damage, or overload the IT Facilities in any way;
 - (d) are or may be defamatory or otherwise result in ARA Group and/or the individual incurring liability, or otherwise has an adverse impact on ARA Group's reputation;
 - (e) breaches copyright or other intellectual property protections (for example, copying copyrighted material such as software or photographs without proper authorisation); or
 - (f) breaches an Employee's employment contract, ARA Group's Code of Conduct Policy, any other policy of ARA Group, or the law generally.
- 6.2 Employees must not store any information of ARA Group or its clients on any non-approved external resource or storage facility such as personal hard drives, USB storage, Gmail, Dropbox or iCloud.
- 6.3 ARA Group does not accept responsibility for information distributed using IT Facilities that does not comply with this Policy.

7 Use of internet

- 7.1 Employees must take care when accessing, using and transmitting information through the internet and be aware of the risks involved in accessing insecure websites.

7.2 Employees must not access internet sites which contain or concern:

- (a) sexually explicit or pornographic material, including material that is tasteless or offensive generally;
- (b) criminal activity of any kind, including money laundering, illegal drugs and violence;
- (c) intolerance and hate;
- (d) gambling and games;
- (e) ringtones and mobile phone downloads;
- (f) personal matters such as dating sites;
- (g) hacking, spam URLs, spyware, phishing and fraud;
- (h) soliciting or conducting business other than the business of ARA Group; or
- (i) using, storing and/or transmitting any confidential or sensitive client information or internal information via an external website, internet file sharing programme or cloud service application without appropriate security controls in place.

7.3 ARA Group may block access to certain internet sites and will review and update prohibited sites as necessary.

8 Use of Social Media

8.1 ARA Group recognises the benefits of using social media for business purposes as a tool for communication and collaboration. This section 8 applies to social networking sites, video and photo sharing websites, micro-blogging and activity stream sites, blogs and blogging platforms, forums and discussion boards, online encyclopedias and any other websites which allow individual users or companies to use simple publishing tools (collectively **Social Media**).

8.2 When using Social Media, Employees must:

- (a) not comment on the activities of any part or division of ARA Group, or ARA Group as a whole, apart from providing factual information that is within the public domain, where Employees have the authority to make such comments;
- (b) not make any comments or statements or give any views or opinions on behalf of ARA Group or any part of it;
- (c) not divulge or leak any information about ARA Group or its clients that is confidential, sensitive, or otherwise within the interests of ARA Group and its clients to keep private;
- (d) refrain from any making any comments or statements that are or have reasonable potential of being defamatory, offensive, abusive, of poor taste, insulting, or generally contrary to ARA Group's Equal Employment Opportunity and Anti-Discrimination Policy, and ARA Group's Bullying and Harassment Policy;
- (e) not do or say anything which might reasonably bring ARA Group into disrepute;
- (f) not commit ARA Group or any part of it to any action or initiative without the appropriate authority to do so;
- (g) not do anything which breaches the copyright or intellectual property of any person or company;
- (h) uphold ARA Group's values and act with integrity, respect and courtesy;
- (i) take reasonable steps to avoid conflicts of interest; and
- (j) be apolitical, impartial and professional.

9 Use of email

- 9.1 ARA Group provides an email system to support its activities and access to the system is granted to Employees on this basis. When using email, Employees must take care generally and not do anything contrary to this Policy, including but not limited to acting in a wilful, reckless or negligent manner which could reasonably have an adverse effect on ARA Group or otherwise be or result in a contravention of this Policy.
- 9.2 Email accounts not provided by ARA Group (including personal email accounts) should not be used to conduct ARA Group business, and employees are not permitted to forward ARA Group email to non-ARA Group email addresses.
- 9.3 Emails form part of ARA Group's business records and may be subject to public disclosure as a result of legal action or regulatory investigations, amongst other reasons.
- 9.4 Professional language suitable for business must always be used and email correspondence must be polite, courteous and respectful. Defamatory language or statements must be avoided. Where possible, emails should contain the ARA Group signature with the name and title of the Employee sending the email(s).
- 9.5 Emails should not be used to send highly sensitive or confidential information unless appropriate security measures have been taken, such as password encryption.
- 9.6 Employees must not attempt to read the emails of other Employees or interfere with such emails unless express permission is given by the other person. Unauthorised use or forging of email header information is prohibited.
- 9.7 Employees must not deliberately or recklessly introduce any form of computer virus via email or send unsolicited bulk emails.
- 9.8 Employees should use extreme caution when opening email attachments received from unknown senders as they may contain viruses or other malicious codes.

10 Use of voice and conferencing systems

- 10.1 When using ARA Group voice or conferencing (including landline telephones, mobile devices such as mobile phones and smart phones, associated services such as voicemail and short-message service (**SMS**), video conference facilities or other meeting and conferencing services), Employees must adhere to professional standards of behaviour and business communication etiquette applicable in the region where they are working.
- 10.2 Employees are responsible for all use and activity associated with their mobile devices.
- 10.3 At a minimum, mobile devices must be protected by a password or personal identification number (**PIN**). Information stored on those devices should be kept to the minimum required to allow efficient out-of-office working.
- 10.4 Employees should avoid excessive use of mobile devices for business purposes where cheaper alternative means of communication are readily available. Excessive charges relating to the use of mobile devices for personal reasons may be passed from ARA Group to the Employee, who may also be subject to disciplinary action if appropriate.
- 10.5 Voice and conferencing systems should not be used for inappropriate purposes, including but not limited to:
 - (a) unlawful activities or wrongful acts generally;
 - (b) commercial purposes which are not related to ARA Group;
 - (c) in pursuit of personal financial gain by the Employee;
 - (d) calling or using services that are not appropriate to ARA Group's business, such as gambling, entertainment websites, and chat lines; and

- (e) capturing and storing inappropriate content via camera phone.
- 10.6 Mobile devices must not be used while driving. ARA Group discourages the use of hands-free devices whilst driving, even where permissible by applicable laws.

11 Use of computer (including desktop and laptop)

- 11.1 Only ARA Group approved and licensed software is to be installed on Employees' computers. Employees who require a specific software package, application or upgrade for business purposes must first contact ARA Group's IT Department to ensure adherence to any software licensing obligations and not attempt to download or install any files from the internet or elsewhere. Employees will be held responsible for use of unlicensed software. Only ARA Group's approved hardware is to be connected to Employees' computers.
- 11.2 Employees must not modify any security protections or restrictions placed on their computers, applications and files.
- 11.3 Business related data must be stored on appropriate network drives, which are regularly backed up.

12 Security of IT Facilities

- 12.1 Employees must use only those IT Facilities and information which they have been authorised to use and access.
- 12.2 Passwords set by ARA Group or Employees to use any IT Facilities are to be treated as confidential and are not to be released to anyone (including Employees' manager or family members) nor written down or stored online. Password security is the responsibility of every individual Employee.
- 12.3 From time to time, ARA Group may impose Multi-Factor Authentication (**MFA**) access requirements upon IT Facilities which will require users to complete additional verification steps prior to accessing IT Facilities subject to MFA. The MFA access requirements may be changed by ARA Group at any time.
- 12.4 Employees are to take reasonable precautions to avoid loss, theft or damage to portable IT Facilities and must report loss immediately. Repeated instances of loss, theft or damage will be investigated and may result in disciplinary action. In the case of negligence, such as leaving IT Facilities unattended, the responsible Employee may be required to reimburse ARA Group for the cost of replacing an item or repairing a damaged item.
- 12.5 Where an Employee becomes aware of a security threat or reasonably perceived threat to IT Facilities, such as spam distributed by email, Employees should as soon as reasonably practicable report such security threats to ARA Group's IT Department.

13 Monitoring of IT Facilities

- 13.1 Employees must only use IT Facilities and information which they have been authorised to use and access.
- 13.2 ARA Group has the right to access, retrieve, read and delete any communication or information that is created or stored on, received through, or sent using IT Facilities, within the scope of applicable laws. This includes documents and personal emails, including those which have been deleted and otherwise exist in archives or backup storage systems.
- 13.3 ARA Group may conduct surveillance of Employees' of its IT Facilities, including personal mobile devices used for ARA Group business activities. Surveillance is conducted for various purposes, including but not limited to; investigating suspected unlawful conduct

- or breaches of an Employee's obligations under this Policy, ARA Group's Code of Conduct or any other ARA Group policy, disciplinary or security purposes, or for other purposes concerning the protection of ARA Group's business and interests.
- 13.4 Surveillance may consist of recording, storing, tracking and monitoring the use of IT Facilities. Information concerning computer usage will be recorded onto the computer's hard drive and ARA Group's backup data stores. This information may be accessed and monitored by ARA Group using software and any other equipment.
- 13.5 ARA Group may use monitoring software to check the use and content of data transmitted through IT Facilities (including email and SMS).
- 13.6 The type of surveillance referred to above in sections 13.3 to 13.5 may be conducted on a continuous and ongoing basis throughout the course of the Employees employment and/or on demand in accordance with a request under section 13.8. Such surveillance may occur without notice to Employees where permitted by the law.
- 13.7 The Surveillance may include, without limitation, accessing, reviewing and auditing:
- (a) email accounts and current, archived or deleted emails on ARA Group's servers;
 - (b) current, archived or deleted files on local, hard and share drives;
 - (c) work computers;
 - (d) internet usage records (including sites and pages visited, files downloaded, video and audio files accessed, and data input); and
 - (e) records of phone usage, including landline, mobile device and SMS.
- 13.8 Where ARA Group has reasonable suspicion to believe that an Employee is using IT Facilities in a manner that is contrary to the terms of use set out in this Policy, a surveillance review may be conducted (with written notice, as applicable) to examine the Employee's historical use of IT Facilities (**Surveillance Review**). The manager or supervisor of the Employee in question will be required to complete a Request for Surveillance Review (**Surveillance Request**) (available on request from ARA Group's Legal Department) setting out the reasons for the Surveillance Request and the IT Facilities to be reviewed. The Surveillance Request must be approved by the Employees' Divisional Managing Director, and by either ARA Group's Chief Executive Officer or Chief Financial Officer before the Surveillance Review can be conducted. Where a Surveillance Review is considered time critical, the IT Department may 'quarantine' the Employees' IT Facilities immediately and only release the information once approval of the Surveillance Request has been received. Notwithstanding the right to conduct a Surveillance Review contained in this section 13.8, a Surveillance Request may be refused where the Surveillance Request (without limitation):
- (a) is frivolous or vexatious;
 - (b) does not adequately identify the reason(s) for the Surveillance Request or the particular IT Facilities to be reviewed;
 - (c) would infringe upon ARA Group's obligations under the *Privacy Act 1988* (Cth); or
 - (d) does not warrant sufficient reason to grant a Surveillance Review.
- 13.9 ARA Group may block an Employee's access to certain internet websites and otherwise prevent emails from entering or leaving their respective email systems, including where such websites or emails are offensive, inappropriate, non-work-related, or wasteful of electronic resources.
- 13.10 Where permitted by law, surveillance records may be used by ARA Group for disciplinary purposes.

14 Data collection and usage

Personal data collected from Employees for business processes in accordance with this Policy shall be protected from unauthorised access.

15 Return and redistribution of IT Facilities

- 15.1 Any surplus equipment or equipment that ceases to be used by Employees (including where an Employee ceases to be employed by ARA Group for any reason), should be returned as soon as is practicable to the applicable Employee's manager or supervisor, or where in the circumstances it is reasonably convenient, to ARA Group's IT Department.
- 15.2 Where an Employee ceases to be employed by ARA Group for any reason, the Employee's manager or supervisor must ensure that the exiting Employee's access to IT Facilities is terminated immediately.
- 15.3 For the avoidance of doubt, should any uncertainty arise as to whom to return equipment to in accordance with this section 15, the applicable manager or supervisor of the Employee returning equipment is to be consulted.
- 15.4 Where IT Facilities are returned as set out in this section 15, ARA Group's IT Department shall do all things reasonably necessary to ensure file security and maintain software licensing adherence prior to redistributing IT Facilities.

16 Ownership

Any IT Facilities made available for Employee use by ARA Group are and shall remain in all circumstances the legal and beneficial property of ARA Group, notwithstanding ARA Group entrusting temporary possession of IT Facilities to Employees for the tenure of their employment with ARA Group.

17 Compliance with laws

ARA Group will comply with all applicable laws in creating, maintaining and enforcing this Policy, including those concerning privacy and workplace surveillance.

18 Training and communication

ARA Group regularly communicates this Policy to Employees across ARA Group through its established communications channels. Employees may receive training supporting this Policy from time to time in the tenure of their employment with ARA Group.


19 Indemnity

Any Employee subject to this Policy agrees to indemnify ARA Group for any direct losses or reasonably foreseeable consequential losses suffered as a result of the Employee's breach of this Policy.

20 Disciplinary action

Alleged breaches of this Policy will be reviewed on a case-by-case basis and may be subject of disciplinary action, including but not limited to suspension and termination of employment, if appropriate in the circumstances. Notwithstanding this, any breach of this Policy may result in ARA Group commencing proceedings against an Employee.


Edward Federman
Managing Director


Date

ANTI-BRIBERY AND CORRUPTION POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to conducting business with the highest of ethical standards and in full compliance with applicable laws, including all anti-Bribery and anti-Corruption laws applicable in the locations where ARA Group operates.

This Anti-Bribery and Corruption Policy (**Policy**) supports and supplements ARA Group's Code of Conduct and is designed to promote and reinforce ARA Group's commitment to lawful and ethical behaviour.

1 Application

This Policy applies to all permanent and temporary employees, directors, officers, personnel and contractors of ARA Group together with all third parties acting on ARA Group's behalf or representing ARA Group's interests, such as agents and consultants (collectively referred to as **Employees**).

Any joint ventures controlled by ARA Group must comply with this Policy. Where ARA Group is involved in a joint venture that it does not control, ARA Group must reasonably use its influence to assist the joint venture in acting in a manner consistent with this Policy.

To the extent that any laws and regulations governing prohibition of Bribery and Corruption in any country where ARA Group operates impose more rigorous or restrictive measures than those contained in this Policy, those laws and regulations must be followed. ARA Group may, from time to time, provide country-specific directions for its entities operating outside of Australia with respect to this Policy.

2 Purpose

The purpose of this Policy is to:

- (a) set out the responsibilities of ARA Group and all Employees in observing and upholding a prohibition on Bribery, Corruption, and related improper conduct; and
- (b) provide information and guidance on how to recognise and deal with instances of Bribery and Corruption.

3 Definitions

- (a) "**Bribe/Bribery**" refers to the offering, promising, giving, accepting, requesting, authorising or soliciting of anything of value (whether a financial or non-financial benefit, advantage and/or reward) directly or indirectly to another person(s) to influence the performance of a person's duties and/or encourage misuse of their authority.

Depending on the circumstances, Bribery can take many forms and the benefits that are offered, given or accepted may be monetary (e.g. donations, financial reward, kickbacks, non-commercial loans) or non-monetary (e.g. reciprocal favours, business or employment opportunities, lavish corporate hospitality, excessive gifts). Such improper offerings may constitute Bribery regardless of whether the person making the offer or the recipient of the offer is employed in the public or private sector.

When dealing with any Public Officials, due care must be taken to ensure that they are not being provided or offered (whether directly or indirectly) a benefit with the intention of

influencing the Public Official in the exercise of their duties, or where the receipt of the benefit would tend to influence a Public Official in exercising their duties.

- (b) **"Corruption/Corruptive Behaviour"** means an act or omission for an improper or unlawful purpose, which involves the abuse or misuse of a position of trust or power for the purpose of obtaining a personal gain or advantage.
- (c) **"Facilitation Payment(s)"** means any unofficial payment, benefit or other advantage provided, directly or indirectly, to a Public Official for the purposes of expediting or securing the performance of a routine government duties or actions.
- (d) **"Management"** refers to all directors (including managing directors), general managers, and executives, across ARA Group collectively.
- (e) **"Public Official"** means anyone (regardless of seniority or title) who is an elected or appointed official, director, officer, executive, employee or representative of a government (including the executive, legislative, administrative, military or judicial branches of a government, a political party, or a government-owned, government-controlled, or government-funded corporation, institution or charity) at any level, whether foreign or domestic, and may include:
 - (i) government regulators and persons acting in an official capacity on behalf of government regulators;
 - (ii) employees of self-regulatory organisations (even if not government-sponsored);
 - (iii) officials or public office candidates of any political party;
 - (iv) members of any administrative or judicial body;
 - (v) officers, directors or employees of organisations with government ownership or control;
 - (vi) officials of public international organisations and persons acting in an official capacity for or on behalf of governments or public international organisations (such as the United Nations or International Red Cross); and
 - (vii) officers, directors or employees of institutions that are established or operated by a federal, state or local government entity.
- (f) **"Third Party/Parties"** means any external party with whom ARA Group has, or plans to establish, some form of a business relationship with, including but not limited to:
 - (i) suppliers and vendors;
 - (ii) agents, brokers, advisers, dealer groups (i.e. any type of external third party or intermediary involved in facilitating or selling ARA Group products or services);
 - (iii) merger and acquisitions targets, joint ventures and partnerships; and
 - (iv) any person who performs services for or on behalf of ARA Group.

4 General

All Employees must:

- (a) read and ensure they understand the operation and effect of this Policy and otherwise comply with this Policy;
- (b) maintain accurate records of dealings with Public Officials and Third Parties; and

- (c) be vigilant and report any breaches of, or suspected breaches of this Policy, as set out at section 14 below.

5 Prohibition of bribery and corruption

5.1 Bribery, Corruption and Facilitation Payments are unethical and often result in a breach of trust and confidence. These actions and associated behaviour and conduct are illegal in a number of jurisdictions and can result in significant consequences upon the persons responsible for such actions and conduct. Instances of Bribery, Corruption and Facilitation Payments caused or contributed to by Employees could have detrimental consequences for ARA Group, including but not limited to the incurrence of liability.

5.2 ARA Group has a zero-tolerance approach to Bribery, Corruption and Facilitation Payments. Regardless of the provisions of applicable laws to the contrary, all Employees are strictly prohibited from:

- (a) engaging in any kind of Bribe, Corruptive Behaviour, or Facilitation Payment;
- (b) tolerating or in any way facilitating or authorising Corruptive Behaviour, or the making of a Bribe or Facilitation Payment; and
- (c) carrying out any dishonest accounting or concealment of complete and accurate financial activity,

which, for the avoidance of doubt, extends to and includes:

- (d) approving any offers or making, accepting or requesting an irregular payment or thing or item of value, to win business or to influence a business decision in favour of ARA Group and any of its related corporate entities;
- (e) offering and accepting gifts or entertainment in circumstances where doing so may unduly influence or be perceived to unduly influence objective business judgment; and
- (f) providing any gifts to, or receiving any gifts from, Public Officials in contravention of this Policy, including without prior approval from ARA Group's General Counsel.

6 Legislative compliance

To the extent that any part(s) of this Policy are impacted or affected by foreign or local laws or regulatory rules and requirements, the more stringent standards applicable are to be adhered to and all measures required to ensure compliance with local laws must be carried out.

7 Preventative measures

7.1 All Employees are responsible to help detect and prevent instances of Bribery, Corruption and Facilitation Payments, and any other suspicious activity or wrongdoing which may reasonably affect ARA Group's reputation. All Employees must:

- (a) continually assess the vulnerability of their business activities to the risk of Bribery, Corruption and Facilitation Payments;
- (b) be wary of 'unusual' practices or requests and scrutinise such to identify their nature and purpose; and
- (c) where Bribery, Corruption and Facilitation Payment risks are identified, manage those risks in line with ARA Group's established risk management framework.

7.2 ARA Group Management must take all reasonable and necessary steps to maintain an effective system of internal control and monitoring to prevent occurrences of Bribery,

Corruption and the making of Facilitation Payments, including but not limited to ensuring Employees are aware of and understand this Policy.

- 7.3 As part of the annual Management representation process, each general manager must satisfy ARA Group's Chief Financial Officer that:
- (a) the business for which they are responsible has assessed the vulnerability of its operations to risks of Bribery, Corruption and Facilitation Payments;
 - (b) appropriate controls and monitoring have been implemented within that business to prevent Bribery, Corruption and Facilitation Payments; and
 - (c) to the best of their knowledge, there have not been any instances of Bribery, Corruption and Facilitation Payments within that business that have not been reported in accordance with this Policy.

8 Record keeping

- 8.1 ARA Group must keep complete and accurate business records of all business transactions. Under no circumstances are any accounts or transactions to be kept 'off the books'.
- 8.2 Records of business transactions must be maintained:
- (a) in accordance with ARA Group's accounting and finance policies;
 - (b) in accordance with generally accepted accounting principles and practices; and
 - (c) in a manner that accurately reflects the underlying transactions and events.
- 8.3 All expenditure of Employees incurred for whatsoever reason must be included in expense reports and approved in accordance with ARA Group's Procurement and Expenditure Policy and any other relevant expense policy.

9 Gifts, entertainment and hospitality

- 9.1 ARA Group recognises that the offering or accepting of gifts, entertainment or hospitality of moderate value is often customary and generally acceptable when done for legitimate purposes, such as for establishing a business relationship with a Third Party in good faith. The practice of giving and receiving business gifts or offering hospitality may vary between countries and regions. As such, it is important to ensure that due regard is given to common practices and generally accepted standards in the applicable location where a gift is given or received, or entertainment or hospitality is offered or accepted.
- 9.2 When a gift, entertainment, or hospitality is being given or offered, or received, all Employees must:
- (a) consider whether in the circumstances it is reasonable, proportionate and justifiable;
 - (b) ensure that it complies with applicable local laws and regulations;
 - (c) ensure that it does not contravene the other party's policies, or the rules of any tender or competitive bidding process;
 - (d) consider the intentions of the party giving or receiving the offering; and
 - (e) have due regard to whether the giving or receiving of the offering could reasonably be deemed to constitute a Bribe, Corruptive Behaviour, or a Facilitation Payment.

- 9.3 Gifts, entertainment and hospitality should not be accepted or given for the purposes of influencing a person improperly or in a way which could be reasonably perceived as a Bribe or Corruptive Behaviour.
- 9.4 Gifts with a value in excess of AUD\$100.00 received by any of the Employees must be accurately recorded in ARA Group's gift register, a copy of which will be provided to ARA Group's Audit and Risk Committee on a regular basis or as requested from time to time.
- 9.5 All expenditure of Employees incurred for gifts, entertainment and hospitality must be included in expense reports and approved in accordance with ARA Group's Procurement and Expenditure Policy and any other relevant expense policy.
- 9.6 All Employees are strictly prohibited from accepting cash or cash equivalent gifts, regardless of the intentions of the gifting party.

10 Public officials

All dealings with Public Officials which relate to ARA Group and its business activities are to be conducted with the utmost professionalism and at arm's length. During the course of the dealing, ARA Group (and Employees) and the Public Official(s) involved must act independently without either party influencing the other and with each party acting in their own best interests.

11 Political donations

- 11.1 ARA Group acknowledges the political freedom of its Employees and does not seek to curtail the freedom of individuals to make political donations in their personal capacity. Notwithstanding this, neither ARA Group nor its Employees are permitted to make any direct or indirect contributions to any political party, organisation or individual engaged in politics where such contribution results in, or could be reasonably perceived as potentially resulting in an improper advantage for ARA Group.
- 11.2 Employees should not make any political donations on behalf of ARA Group to candidates for any political office outside of Australia.
- 11.3 Notwithstanding section 11.2, all political donations made by or on behalf of ARA Group:
 - (a) must be made and disclosed in accordance with applicable local laws and regulations;
 - (b) must be recorded in ARA Group's donations register, a copy of which will be provided to ARA Group's Audit and Risk Committee on a regular basis; and
 - (c) must have express prior approval from ARA Group's Managing Director, Edward Federman, or, in the case of donations in excess of AUD\$10,000.00, express prior approval from ARA Group's Board of Directors.

12 Charitable donations

From time to time, ARA Group makes charitable donations to charities which ARA Group has satisfied itself are ethical and transparent and comply with applicable law. ARA Group undertakes due diligence prior to the making of any charitable donations as charities can occasionally be used as facades to conceal illegal and unethical activities. Accordingly, charitable donations may only be made on ARA Group's behalf to Australian based charities, with the express prior approval of ARA Group's Managing Director, Edward Federman.

13 Third Party representatives

ARA Group may be held responsible for the actions of the Third Parties conducting business activities or dealings on its behalf with Public Officials. Therefore, it is of the utmost importance that Third Parties acting on behalf of ARA Group comply with this Policy. To ensure such compliance, ARA Group Management are expected to undertake due diligence in evaluating the integrity and background of such Third Parties as part of their risk assessment responsibilities.

14 Speaking up and reporting matters

- 14.1 ARA Group is committed to fostering a culture of speaking up and encouraging the reporting of any suspicion or actual occurrences of Bribery, Corruption or Facilitation Payments. To meet this commitment, ARA Group maintains a whistleblowing program which enables all Employees to make disclosures in a safe, reliable and confidential manner, free of any retaliation or detriment.
- 14.2 Any Employee or stakeholder who considers that there is, or has been, a contravention of this Policy or any applicable law or regulation governing Bribery, Corruption or Facilitation Payments, should report any such allegations or other related concerns to ARA Group at the earliest opportunity upon the concern being discovered in the manner set out in ARA Group's Whistleblower Policy. This also applies where issues are raised within the scope of ARA Group's Whistleblower Policy.
- 14.3 Where a complaint or concern is raised in accordance with section 14.2, ARA Group will assess and investigate the allegation and determine whether the allegation has been substantiated. In the instance the allegation is substantiated, ARA Group will escalate the incident including to enforcement agencies, as appropriate in the circumstances.

15 Disciplinary action

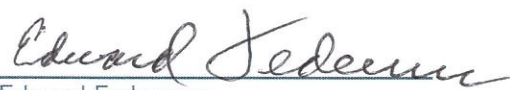
- 15.1 Under no circumstances whatsoever is any Employee permitted to threaten or retaliate against any other Employees who has refused to engage in conduct inconsistent with this Policy, or who has raised a concern with regard to this Policy, including making a report of any breach or suspected breach of this Policy.
- 15.2 Any breach of this Policy, including the conduct referred to above at section 15.1, may result in disciplinary action against the persons involved, including but not limited to suspension or termination of employment with ARA Group.

16 Review of this Policy

ARA Group's General Counsel and Audit and Risk Committee will monitor and review the effectiveness of the Policy annually.

17 Amendment

This Policy may be amended from time to time with the approval of ARA Group's Board of Directors.


Edward Federman
Managing Director

4 March 2021
Date

ANTI-COMPETITIVE POLICY

1 Application

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to conducting business operations ethically, with integrity, in full compliance with its Code of Conduct and relevant laws and regulations, particularly the *Competition and Consumer Act 2010* (Cth) (**CCA**), so as to ensure ARA Group business operations are carried out in open, competitive and fair market.

This Anti-Competitive Policy (**Policy**) applies to all directors, officers, permanent and temporary employees and contractors of ARA Group (**Employees**) and compliance with this Policy is mandatory.

ARA Group expects all Employees to uphold and adhere to ARA Group's commitment not to engage in any form of anti-competitive or unfair conduct, and to ensure its customers, suppliers, wholesalers, other business partners and competitors are treated honestly and without bias.

2 Scope

The CCA governs anti-competitive and unfair conduct in Australia through the Australian Competition & Consumer Commission (**ACCC**). ARA Group expressly prohibits its Employees from engaging in any conduct that breaches the CCA. Consistent with the CCA, all Employees are strictly prohibited from engaging in (whether directly or indirectly) any:

- (a) **Anti-Competitive Conduct**, by making or giving effect to a contract or arrangement or arrive at an understanding or engaging with one or more persons in concerted practices that have the purpose, effect or likely effect of substantially lessening competition;
- (b) **Cartel Conduct**, that is to make agreements with competitors to:
 - (i) fix prices, agreeing with competitors on a pricing structure rather than competitively pricing against each other;
 - (ii) rig bids, before lodging a bid, communicating with other suppliers and agreeing among themselves who will be successful and at what price;
 - (iii) share market, agreeing with other competitors to divide a market in order to reduce competition; and
 - (iv) restrict output or supply, controlling the amount of goods or services available to buyers;
- (c) **Collective Bargaining and Boycott**, that is:
 - (i) collectively acting with competitors to decide on price, terms and conditions of business etc;
 - (ii) agreeing with competitors to collectively boycott a business by agreeing not to:
 - (A) supply goods or services from the business;
 - (B) supply goods or services to a business; or
 - (C) unless the business accepts the terms and conditions offered;
- (d) **Exclusive Dealing**, by imposing restrictions on a business, who are trading with, for the purpose of substantially lessening competition in a market;
- (e) Imposing **Minimum Resale Prices**, that is:
 - (i) as a supplier, to coerce businesses to charge set prices or prevent resellers from advertising, displaying or selling ARA Group goods below a particular price; and
 - (ii) as a reseller, to mandate a price from ARA Group's suppliers in order to prevent discounting;

- (f) **Misuse of Market Power** for the purpose of substantially lessening competition in a market, particularly when a business has a substantial degree of market power;
- (g) **Refusal to Supply Products or Services**, notwithstanding that while a business has the right to decide who they do business with, there are circumstances where "refusal to supply" may be contrary to the CCA and may involve a business misusing market power, engaging in exclusive dealing, or acting unconscionably, etc; and
- (h) **Unfair Conduct**, including but not limited to:
 - (i) misleading or deceptive conduct;
 - (ii) unconscionable conduct against businesses or consumers; and
 - (iii) non-compliance with the consumer guarantees and unfair contract terms regimes.

3 Reporting

ARA Group is committed to promoting a culture of speaking up and encourages all Employees to be proactive and cognisant of any conduct that is contrary to the CCA and this Policy, by:

- (a) raising the matter with their immediate supervisor or manager who is obligated to advise the ARA Group Company Secretary and ARA Group General Counsel; or
- (b) making the disclosure directly to the ARA Group Company Secretary, Allison McCann, or ARA Group General Counsel, David Sefton via any of the contact methods listed below; or

	COMPANY SECRETARY ALISON MCCANN	GENERAL COUNSEL DAVID SEFTON
MOBILE	+61 415 973 989	+61 419 677 520
EMAIL	allison@aragroup.com.au	david.sefton@aragroup.com.au
MAIL	c/- ARA Corporate Level 2, 10 Bridge Road Stanmore NSW 2048	c/- ARA Legal Unit 8, 18-20 Hotham Parade Artarmon NSW 2064

- (c) make a disclosure to a member of senior management or the ARA Group Board of Directors (refer to the ARA Group internal directory).

If an Employee is not comfortable with above reporting processes, they may make any disclosure in accordance with ARA Group's Whistleblower Policy.

4 Disciplinary Action

Failure to comply with this Policy, including any breach of the CCA, may result in substantial penalties being imposed on ARA Group including financial or reputational damage. If an Employee is found or suspected to have engaged in conduct contrary to the CCA and this Policy, then they may face disciplinary action including suspension or dismissal from their employment.

ARA Group reserve its rights generally in respect of any claim, cost, loss or damage arising from or in connection with the Employees conduct which is in contravention of this Policy and the CCA.

5 Review and amendment of this Policy

ARA Group will monitor and review and update the Policy, as appropriate and required in line with any relevant changes to legislation.


Edward Federman
Managing Director

4 March 2021
Date

ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are proud to conduct their businesses with utmost regard for honest and ethical practices. This Anti-Slavery and Human Trafficking Policy (**Policy**) sets out how ARA Group ensures its business dealings and supply chains are ethically compliant with Modern Slavery considerations.

1 Application

This Policy applies to all persons working for or otherwise involved with ARA Group in the course of business, including; employees across all levels, directors, managers, officers, agency workers, sub-contractors, external consultants, third-party representatives, and business partners.

2 Modern Slavery

- 2.1 “**Modern Slavery**” is an umbrella term referring to the violation of fundamental human rights by way of exploitation of people or deprivation of the liberty of persons for personal or commercial gain. Modern Slavery includes, without limitation; slavery, servitude, forced labour, compulsory labour, and human trafficking.
- 2.2 ARA Group has a zero-tolerance approach towards instances of Modern Slavery and is wholly committed to acting ethically and with integrity in all business dealings and relationships by way of implementing and enforcing effective systems and controls to ensure Modern Slavery is not present within any ARA Group business or any supply chain of ARA Group.
- 2.3 ARA Group is committed to ensuring there is transparency in its business and in its approach to Modern Slavery throughout supply chains consistent with its disclosure obligations under applicable law.
- 2.4 ARA Group expects its contractors, suppliers and other business partners to abide by the same standards and principles. As part of the contracting process, ARA Group includes specific prohibitions against the use of forced, compulsory or trafficked labour, slavery and servitude, whether involves adults or children, and expects that its contractors, suppliers and other business partners to adhere to and hold their own supply chains to the same standards.

3 Implementation and responsibility

- 3.1 ARA Group’s Board of Directors and Senior Management team bear responsibility for ensuring this Policy complies with ARA Group’s legal and ethical obligations, and that all persons and entities under ARA Group’s control comply with this Policy.
- 3.2 ARA Group’s Senior Management and Line Managers shall bear the day-to-day responsibility of implementing this Policy, monitoring its use and effectiveness, dealing with any queries about this Policy, and auditing internal control systems and procedures to ensure such systems and procedures are effective in countering Modern Slavery.
- 3.3 ARA Group Management across all levels are responsible for ensuring those reporting to them are aware of, understand, and otherwise comply with this Policy, and are given adequate, regular training on the issue of Modern Slavery in supply chains.

- 3.4 All employees of ARA Group must ensure they have read, understand, and otherwise comply with this Policy.

4 Reporting concerns

- 4.1 The prevention, detection, and reporting of Modern Slavery in any part of ARA Group's business or supply chains is ARA Group's own responsibility, as is avoiding any conduct or activity which might lead to, or suggest, a breach of this Policy.
- 4.2 ARA Group employees must notify their Line Managers as soon as practicable if they believe or suspect that a breach of this Policy or conflict of this Policy has occurred or may reasonably occur in future. This may also be reported in accordance with ARA Group's Whistleblower Policy.
- 4.3 ARA Group employees are encouraged to raise any concerns about any issue or suspicion of Modern Slavery within ARA Group's business or supply chain with any supplier as soon as possible.
- 4.4 If any ARA Group employee is unsure as to whether a particular act, the treatment of workers generally, or their working conditions within any tier of ARA Group supply chains constitutes any form of Modern Slavery, such employees are encouraged to raise their concerns with their Line Manager as soon as possible.
- 4.5 ARA Group encourages openness and supports any person who raises genuine concerns in good faith under this Policy, even if such concerns are later proven to be mistaken. ARA Group is committed to ensuring that no person suffers any detriment or adverse action as a result of reporting a fairly held suspicion that Modern Slavery may be taking place in any part of its business or in any of its supply chains.

5 Communication and awareness

- 5.1 ARA Group provides training on this Policy, Modern Slavery and the risk ARA Group faces from Modern Slavery from time to time as necessary.
- 5.2 ARA Group's zero tolerance approach to Modern Slavery is communicated to all suppliers, contractors and business partners at the outset of any business relationship and is reinforced as necessary thereafter.

6 Breaches of this Policy

- 6.1 Any ARA Group employee who breaches this Policy will be subject to appropriate disciplinary action as necessary, including but not limited to termination of employment.
- 6.2 ARA Group may terminate its relationship with any individual or organisation it works with if found to have breached this Policy.

7 Interaction with other policies

This Policy is to be read in conjunction with all ARA Group policies, particularly ARA Group's Whistleblower Policy, Employee Grievance Policy, and Corporate Social Responsibility Policy. All those to whom this Policy applies to are encouraged to familiarise themselves with ARA Group's policies. ARA Group employees should raise any queries with their Line Manager or any member of ARA Group's Senior Management team.

8 Definitions

In the interests of ensuring all persons to whom this Policy applies are fully aware of the conduct and activities which fall within Modern Slavery, the following definitions are provided and are deemed by ARA Group to constitute Modern Slavery:

(a) Slavery

- (i) the state or condition of being a slave – a relationship whereby one person has absolute power or dominion over another and controls their life, liberty, and fortune;
- (ii) the subjugation of a person by another person in being forced to work;
- (iii) the condition of being subject to some unwanted influence; or
- (iv) work done in harsh conditions for low or no pay.

(b) Servitude

- (i) the state or condition of being a slave; or
- (ii) the state or condition of being subject to or dominated by another person.

(c) Forced and Compulsory Labour

- (i) labour done by reason of coercion, threats, or intimidation.

(d) Human Trafficking

- (i) the trade of humans (usually coerced or forcefully abducted), most commonly for sexual slavery, servitude, forced labour, or commercial sexual exploitation.

(e) Child Labour

- (i) the employment of children in any industry or business that deprives children of childhood, potential, and dignity, and ordinarily involves mentally, physically, socially or morally dangerous or harmful work, especially where such employment is illegal or exploitative.


Edward Federman
Managing Director

4 March 2021
Date

BULLYING AND HARASSMENT POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to providing and maintaining a positive Workplace in which employees feel safe and secure. This Bullying and Harassment Policy (**Policy**) forms part of ARA Group's resources in place to ensure its commitment to a safe and positive Workplace is met and its obligations under Anti-Discrimination Legislation are fulfilled.

1 General

1.1 Application

This Policy applies to all employees, including those who work on a full-time, part-time, casual or temporary basis, of ARA Group (**Employees**), and shall apply to all ARA Group Workplaces.

1.2 Definitions

"Anti-Discrimination Legislation" means the laws dealing with discrimination and harassment, including but not limited to:

- (a) *Age Discrimination Act 2004* (Cth);
- (b) *Disability Discrimination Act 1992* (Cth);
- (c) *Racial Discrimination Act 1975* (Cth);
- (d) *Sex Discrimination Act 1984* (Cth);
- (e) *New Zealand Bill of Rights Act 1990* (NZ); and
- (f) *Human Rights Act 1993* (NZ).

"Bullying" means unreasonable repeated behaviour by a person or group of people towards another worker, which creates a risk to health and safety, as defined by section 789FD of the *Fair Work Act 2009* (Cth).

"Employee Grievance Policy" means the ARA Group policy of identical name.

"Workplace" includes:

- (a) the place of work of a person accused of Bullying and/or harassment;
- (b) the place of work of a person alleging Bullying and/or harassment;
- (c) the location of someone working remotely;
- (d) work-related trips, including but not limited to training events, conferences etc; and
- (e) work-related social events, including but not limited to office parties, work lunches etc.

"Workplace Harassment" means unwelcome or unsolicited behaviour or conduct which a person is subjected to in the Workplace (other than Workplace Sexual Harassment) by a person or group of people that has the general effect of or is reasonably likely to be offensive, humiliating, intimidating and/or threatening.

"Workplace Sexual Harassment" refers to unwelcome conduct of a sexual nature in the Workplace, which a reasonable person would anticipate as being possibly offensive, humiliating and/or intimidating, as defined by section 28A of the *Sex Discrimination Act 1984* (Cth). This includes but is not limited to; physical conduct, verbal comments, jokes, propositions and innuendos, the display of offensive material, staring and leering,

indecent exposure, invasive questions about a person's private life or body, sexually explicit emails, messages or images, and unnecessary familiarity.

1.3 Compliance

All persons to whom this Policy applies are responsible for familiarising themselves with this Policy and must at all times comply with this Policy.

2 Employee training

All new Employees of ARA Group will be required to familiarise themselves with this Policy.

Employees may access a variety of educational materials and resources pertaining to Bullying, Workplace Harassment, and Workplace Sexual Harassment via the ARA Group Legal webpage at any time. From time to time, additional educational training may be required to be completed by persons subject to this Policy, including both new and existing Employees.

3 No tolerance policy

ARA Group believes that all Employees should be able to work in an environment free of Bullying and harassment. Bullying, Workplace Harassment and Workplace Sexual Harassment are totally unacceptable in any and all ARA Group Workplaces and will not be tolerated under any circumstances whatsoever.

4 Conduct prohibited in the Workplace

4.1 Bullying and harassment generally

Bullying and harassment of any kind is prohibited within the Workplace of any employee of ARA Group and its subsidiaries, including but not limited to the kinds referred to below at sections 4.2 through to 4.5 of this Policy.

4.2 Harassment based on race, colour, national or ethnic origin

Section 18C of the *Racial Discrimination Act 1975* (Cth) (**Racial Discrimination Act**) prohibits offensive, insulting, humiliating or intimidating behaviour based on race, colour, national or ethnic origin.

Harassment based on any attribute protected by the Racial Discrimination Act is strictly prohibited within the Workplace of any person to whom this Policy applies.

4.3 Harassment based on age

Age based harassment is strictly prohibited within the Workplace of any person to whom this Policy applies in accordance with the *Age Discrimination Act 2004* (Cth).

4.4 Harassment based on disability

Section 35 of the *Disability Discrimination Act 1992* (Cth) (**Discrimination Act**) prohibits harassment in relation to the disability of any person in the Workplace.

Pursuant to the *Disability Discrimination Act 1992* (Cth), disability based harassment is strictly prohibited within the Workplace of any person to whom this Policy applies.

4.5 Sexual harassment

Section 28B of the *Sex Discrimination Act 1984* (Cth) (**Sex Discrimination Act**) prohibits sexual harassment in the Workplace. Some types of sexual harassment may also be

unlawful under criminal law, including indecent exposure, stalking, sexual assault and obscene communications. In accordance with the Sex Discrimination Act, Workplace Sexual Harassment is strictly prohibited within any and all ARA Group Workplaces.

Employees who believe they have been the victim of a criminal offence are encouraged to report the incident to Police as soon as possible, as well as to their manager or supervisor.

5 Complaints

All complaints concerning alleged breaches of this Policy must be made in accordance with ARA Group's Employee Grievance Policy.

Notwithstanding the above, at any time, Employees may also choose to take a complaint of discrimination or harassment to the following organisations amongst others:

Australian Human Rights Commission

Phone: 1300 656 419

Website: www.humanrights.gov.au

Fair Work Commission

Phone: 1300 799 675

Website: www.fwc.gov.au

Anti-Discrimination Board (NSW)

Phone: 1800 670 812

Website: www.antidiscrimination.justice.nsw.gov.au

Equal Opportunity and Human Rights Commission (VIC)

Phone: 1300 292 153

Website: www.humanrights.vic.gov.au

Anti-Discrimination Commission (QLD)

Phone: 1300 130 670

Website: www.qhrc.qld.gov.au

Equal Opportunity Tasmania (TAS)

Phone: 1300 305 062

Website: www.equalopportunity.tas.gov.au

Equal Opportunity Commission (SA)

Phone: 1800 188 163

Website: www.eoc.sa.gov.au

Equal Opportunity Commission (WA)

Phone: 08 9216 3900

Website: www.eoc.wa.gov.au

Human Rights Commission (ACT)

Phone: 02 6205 2222

Website: www.hrc.act.gov.au

Anti-Discrimination Commission (NT)

Phone: 1800 813 846

Website: www.adc.nt.gov.au

NZ Human Rights Commission (NZ)

Phone: 0800 496 877

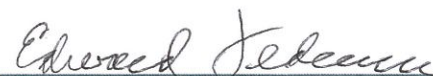
Website: www.hrc.co.nz

6 New Zealand legislation

The provisions contained in this Policy apply equally to ARA Group Employees based in New Zealand and are intended to be interpreted and applied with due regard to the applicable Anti-Discrimination Legislation, which, for the avoidance of doubt, includes the *New Zealand Bill of Rights Act 1990* (NZ) and the *Human Rights Act 1993* (NZ).

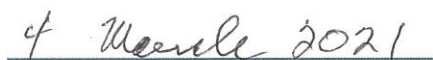
7 Disciplinary action

A breach of any part of this Policy may result in disciplinary action subject to ARA Group's Employee Grievance Policy, including but not limited to suspension or termination of employment.



Edward Federman

Managing Director


Date

BUSINESS RISK MANAGEMENT POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to strategically managing risk across the entire ARA Group enterprise in the undertaking of ARA Group's business activities.

Accordingly, this Business Risk Management Policy (**Policy**) sets out how ARA Group incorporates risk management so as to minimise losses and maximise gains across its business operations.

1 Principles of risk management

- 1.1 As part of ARA Group's commitment to actively managing business risk, logical and systematic measures must be applied in order to balance opportunity for gain with minimisation of loss. Accordingly, the following principles apply with respect to any function, activity or operation that includes risk (**Business Activity**) which ARA Group undertakes or proposes to undertake:
- (a) all decisions are to be made on an 'informed' basis, whereby reasonable steps are taken to understand the full extent of the risks applicable to the Business Activity;
 - (b) reasonable planning must be afforded prior to undertaking a Business Activity to ensure that ARA Group is satisfied that it will be able to comply with any obligations it bears;
 - (c) steps must be taken to proactively manage risk in Business Activities;
 - (d) when undertaking Business Activities, resources must be effectively and carefully allocated and used;
 - (e) incident management and reduction in loss must be prioritised, including but not limited to factoring in the cost of commercial insurance premiums;
 - (f) staff involved in Business Activities must be fully aware of their roles and responsibilities;
 - (g) all applicable legislation should be complied with, and where applicable legislation is unclear, ARA Group's Legal Department must be consulted;
 - (h) transparent communication at all stages of a Business Activity between all parties involved;
 - (i) all risk is to be identified, categorised and monitored; and
 - (j) reporting of any risk that presents, or is reasonably likely to present, in undertaking a Business Activity.

2 Risk management


- 2.1 All new commercial activities, ventures and projects (including Business Activities) must be subjected to a risk assessment to identify, review and monitor risks (as applicable) and to ensure alignment with ARA Group's risk appetite and organisational objectives.
- 2.2 Management of risks may be allocated to an 'owner' who will bear responsibility for ensuring that adequate controls are applied so as to reduce and maintain risks in accordance with ARA Group's Risk Matrix and any other applicable risk management principles.
- 2.3 Senior management within ARA Group will oversee risk management across ARA Group by undertaking regular audits and reviews and will advise ARA Group's Board of Directors of any strategic and operational significance associated with risk and risk management.

- 2.4 Senior management within ARA Group are responsible for implementing and managing risks that have been identified within risk assessments and must ensure that employees understand their responsibilities with respect to operational risk management, including developing a 'risk-aware' culture within ARA Group.

3 Legal review

All contractual dealings and arrangements or any other legal documents which create legally binding obligations on the ARA Group may be reviewed by the ARA Group's Legal Department in accordance with the ARA Group Contract Review Policy, as required, at the discretion of the applicable ARA Group divisional Managing Director and/or the ARA Group Managing Director, Edward Federman.


Edward Federman
Managing Director


Date

CARE OF COMPANY EQUIPMENT POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) provide employees (**Employees**) with the necessary plant and equipment needed to facilitate efficient and effective completion of tasks undertaken in the course of employment.

This Care of Company Equipment Policy (**Policy**) sets out the responsibilities of Employees who have been issued with any plant or equipment by ARA Group (**Company Equipment**) to care for such items within their control or possession.

1 Care and maintenance

Company Equipment is to be reasonably cared for and maintained in accordance with standard practice applicable to the Company Equipment in the possession or control of any Employee.

2 Secure storage

- 2.1 Company Equipment shall not be left unattended in areas where there is potential risk of theft. Company Equipment is to be secured or removed from such areas and stored in appropriate locations where the risk of theft is minimal.
- 2.2 Where Company Equipment takes the form of power tools, plant, or test equipment, such Company Equipment is to be secured when not in use and stored in lockable enclosures or suitable storage areas. Big or bulky items such as ladders are to be chained and locked in a suitable area so as to avoid theft.
- 2.3 Company Equipment that cannot readily be moved such as power tools and test equipment must be inconspicuously placed under cover or within boxes so as to not attract attention.

3 Loss or damage

- 3.1 Where loss or damage results to Company Equipment, or Company Equipment is otherwise stolen, the Employee responsible for such Company Equipment is to immediately notify their supervisor or manager of the loss, damage or theft, and provide all applicable information to their knowledge surrounding the circumstances of such loss, damage or theft.
- 3.2 In the event that Company Equipment is stolen, ARA Group may require Employees to complete internal paperwork and make a formal report to the Police, either online or in person, within 24 hours of the theft. In such circumstances, ARA Group is to be provided with a copy of the incident report if available.
- 3.3 Where an Employee is found to have negligently caused or contributed to loss of or damage caused to Company Equipment, the Employee shall be required to reimburse ARA Group for the cost of such Company Equipment, or otherwise have such cost deducted from their payment of wages.
- 3.4 Where there is a doubt as to the legitimacy of loss of or damage caused to Company Equipment, ARA Group may initiate an external investigation with police, as appropriate in the circumstances.


Edward Federman
Managing Director

4 March 2021
Date

CODE OF CONDUCT

This Code of Conduct (**Code**) establishes the ethical standards of conduct and behavioural expectations of directors, officers, employees and contractors (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) generally and in respect of all business dealings.

The purpose of this Code is to encourage the highest conduct standards of Employees. This Code applies to all ARA Group Employees equally. Importantly, a key feature of this Code is to ensure everyone at ARA Group adheres to applicable laws and regulations.

1 Definitions

"Bullying" refers to when an individual or group of individuals repeatedly behave unreasonably towards a worker (or group of workers of which the worker is a member) and that behaviour creates a risk to health and safety, as defined by section 789FD of the *Fair Work Act 2009* (Cth).

"Confidential Information" includes but is not limited to:

- (a) the existence and contents of any agreement or contractual dealing to which ARA Group is party to, or may become party to;
- (b) ARA Group's processes, designs, customer/client lists, commercial secrets and know-how;
- (c) any information disclosed to ARA Group by a customer/client for whatsoever purpose;
- (d) information which, by its nature or the circumstances surrounding its disclosure, is or could reasonably be expected to be regarded as sensitive or confidential to ARA Group, but excludes any information which is in or becomes part of the public domain other than by reason of a breach of an obligation of confidence.

"Workplace" includes:

- (a) the place of work of an Employee, whether within an ARA Group office location or 'on-site' at the location a project is being undertaken;
- (b) the location of someone working remotely;
- (c) work-related trips, including but not limited to training events, conferences etc; and
- (d) work-related social events, including but not limited to office parties, work lunches etc.

"Workplace Harassment" commonly means behaviour or conduct which a person is subjected to in the Workplace, other than behaviour amounting to Workplace Sexual Harassment, by a person or group of people that is unwelcome or unsolicited, and has the general effect of or is reasonably likely to be offensive, humiliating, intimidating and/or threatening.

"Workplace Sexual Harassment" refers to unwelcome conduct of a sexual nature in the Workplace, which a reasonable person would anticipate as being possibly offensive, humiliating and/or intimidating, as defined by section 28A of the *Sex Discrimination Act 1984* (Cth). This includes but is not limited to; physical conduct, verbal comments, jokes, propositions and innuendos, the display of offensive material, staring and leering, indecent exposure, invasive questions about a person's private life or body, sexually explicit emails, messages or images, and unnecessary familiarity.

"Personal Information" means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

2 The Code

2.1 Professional Conduct

Employees must always:

- (a) conduct themselves in a professional manner and ensure all dealings with third parties are carried out in an honest and fair manner; and
- (b) treat people with integrity and respect and not discriminate anyone based on their race, religion, gender, sexual preference, age, marital status or disability.

Any action or conduct which is or is reasonably capable of being considered to constitute Bullying, Workplace Harassment, Workplace Sexual Harassment, intimidation or victimisation within the Workplace will not be tolerated and may be grounds for disciplinary action including but not limited to immediate termination of your employment. Such conduct is further dealt with under ARA Group's Bullying and Harassment Policy.

2.2 Compliance with law

Employees must always abide by and fully observe all applicable laws and regulations and follow accepted business practices and act with integrity and otherwise avoid acting in any manner which adversely impacts, or could reasonably have an adverse impact upon, ARA Group's reputation and general standing within our broader community.

Any concern on specific legal issues affecting the business operations of ARA Group must be reported to ARA Group's Company Secretary or General Counsel in the first instance.

Employees must understand the relevant legal and regulatory environment in which ARA operates and act in accordance with the ARA Group's policies, procedures and manuals, and attend all training and information sessions as required.

2.3 Confidentiality

Employees must adhere to ARA Group's Privacy Policy and ARA Group's Employee Privacy Policy, and must, at all times, keep and not disclose or provide to any person ARA's Group Confidential Information, unless disclosure is required by law, and then only to the extent required.

ARA Group's Confidential Information may from time to time include Personal Information in relation to Employees, suppliers, customers and potential contractors and Employees. All personal information is to be dealt with in a proper and ethical manner and is not to be used for any purpose or otherwise disclosed to any other person without the consent of the person concerned, unless the use of the personal information or disclosure is required by law.

2.4 Conflict of Interest & Gifts

Employees must continuously monitor their personal interests to ensure they avoid any conflict of interest or situations that may appear to create a conflict of interest.

Employees must not use their position in any way to obtain a personal gain or benefit from, or cause detriment to, any suppliers or business associate(s) or those seeking to do business with ARA Group.

Employees must not offer or attempt to offer an incentive to any supplier or business associate of the ARA Group or receive any incentive where such incentive could be considered as improper or classified as a bribe.

Modest gifts or reasonable entertainment may be received from ARA Group business partners or associates provided such gifts or entertainments could not reasonably be seen as excessive in the circumstances and would not influence the Employee's judgment or conduct.

ARA Group's Anti-Bribery and Corruption further addresses and governs the conduct referred to in this subsection 2.4.

2.5 Equal Opportunity

Employees must adhere to ARA Group's Equal Employment Opportunity and Anti-Discrimination Policy which sets out obligations upon ARA Group to treat all Employees (and prospective employees) fairly based on their skills, qualifications and competencies, and prohibits ARA Group from discriminating against Employees or prospective employees based on race, religion, gender, sexual preference, age, marital status or disability.

2.6 Workplace Health & Safety

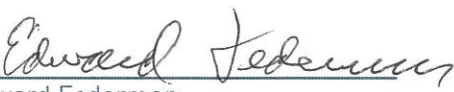
ARA Group is committed to the health, welfare and safety of all of its Employees and which will help form ARA Group's long-term strategic plans and every-day decision making. To enable ARA Group to maintain this commitment, Employees must comply with ARA Group's Work Health and Safety Policy.

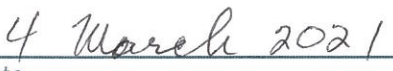
3 Compliance with the Code

This Code details the standards of behaviour expected of all Employees, which if not followed by Employees, may lead to disciplinary action, ranging from counselling to termination of employment, as appropriate in the circumstances.

4 Reporting

Any Employee who is aware of a breach of this Code is encouraged to take appropriate action as outlined in the ARA Group's Whistleblower Policy. Any Employee who makes a disclosure of a breach of this Code in good faith and on reasonable grounds will not be subject to retaliation, retribution or other adverse action for making such disclosures.


Edward Federman
Managing Director


Date

CONTRACT REVIEW POLICY

This Contract Review Policy (**Policy**) sets out the principles and guidelines applicable to the risk management of all contracts/agreements or any other documents which create and impose legally binding obligations on ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**).

1 Contract review

To ensure ARA Group's risks and liabilities in any contract are fair and reasonable and the terms of any contracts comply with ARA Group Business Risk Management Policy and insurance policies, all contracts must be referred to, and reviewed by, the ARA Group Legal Department (legal@aragroup.com.au).

For the purpose of any contract review, the following information pertaining to any contract must be provided to the Legal Department:

- (a) summary of scope of work (i.e. types of goods or services to be provided);
- (b) estimated duration and value of applicable project;
- (c) project location;
- (d) operational risk assessment and any unusual or high hazard aspects of the project;
- (e) business imperative;
- (f) due date, if any;
- (g) whether any of the project will be subcontracted by ARA Group;
- (h) other parties involved; and
- (i) any other useful information.

From time to time, parties with whom ARA Group has previously contracted with may refuse to engage in any contractual negotiations on the basis that ARA Group have previously agreed to the terms of a contract. Notwithstanding this, ARA Group is not bound by the terms of a prior contract and effort should be made to ensure the terms of the new contract are fair and reasonable.

2 Record Keeping

In line with common and usual good-filing practices, all documents, correspondence, and information pertaining to any contracts including contract negotiations must be properly recorded and kept in ARA Group's server.

All executed contracts and annexures (including amendments of an existing contract) must be kept in a secure location at the ARA Group's relevant office and a copy provided to ARA Group Legal Department (legal@aragroup.com.au).


Edward Federman
Managing Director

4 March 2021
Date

CORPORATE SOCIAL RESPONSIBILITY POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to:

- (a) operating in a responsible and sustainable manner and to integrating its corporate social and environmental responsibilities within business activities; and
- (b) balancing the commercial and economic interests of business activities with the social and environmental implications that may flow from such decisions, particularly with regard to ARA Group employees, shareholders, suppliers, and the greater community.

This Corporate Social Responsibility Policy (**Policy**), which is adopted by the Board of Directors of ARA Group, sets out how ARA Group implements and will fulfil its commitment to understanding, monitoring and managing the social, environmental and economic impacts of its decisions within all of its business activities.

1 Ethics

ARA Group is committed to maintaining the highest standards of integrity and corporate governance practices in order to maintain excellence in daily operations and commercial dealings. ARA Group will at all times conduct its business in an open, honest and ethical manner.

ARA Group expects all directors and employees in every jurisdiction to ensure the principles by which govern ARA Group's behaviour and commercial dealings are of high standard. In doing so, ARA Group:

- (a) carries out all business activities in accordance with all of the applicable laws, rules and regulations of the jurisdiction in which our businesses are located;
- (b) conducts business activities with high ethical standards and in accordance with ARA Group Code of Conduct Policy;
- (c) engages in dealings and transactions in a fair and reasonable manner;
- (d) adheres to a "zero tolerance" to any form of discrimination or harassment as outlined in the ARA Group's Equal Employment Opportunity and Anti-Discrimination Policy;
- (e) adheres to the ARA Group Anti-Bribery and Corruption Policy as any form of corrupt or bribery practices are unacceptable;
- (f) ensures there is no actual, potential or perceived conflict of interest in any business dealings and ensure any actual, potential or perceived conflict of interest is identified, disclosed and managed; and
- (g) remains vigilant and encourages disclosure of any serious concerns about improper conduct within ARA Group's operation. In making disclosure of any serious concerns about improper conduct, it must be done in accordance with the ARA Group Whistleblower Policy.

Despite not being a listed company on the Australian Stock Exchange, ARA Group proudly adheres to the Australian Securities Exchange Corporate Council's Principles and Best Practice Recommendations.

2 People

ARA Group strongly believes that it is only as good as the people it engages and employs. Accordingly, ARA Group aims to find and keep the highest calibre of employees and encourages their personal development and provides ongoing learning and development

opportunities to employees to allow them to achieve their full potential. To the extent possible, ARA Group endeavours to maximise opportunity for internal promotion amongst employees.

Equal opportunity is provided to all existing and prospective employees in accordance with ARA Group's Equal Employment Opportunity and Anti-Discrimination Policy.

3 Modern Slavery

ARA Group endeavours to maintain long term relationships with preferred contractors. During the tenure of such relationships, the performance of contractors is regularly monitored and reviewed to ensure performance standards are met.

In building and maintaining ethical, long term relationships based on trust, continuous effort, and mutual improvement, ARA Group continuously works with existing suppliers to:

- (a) identify, mitigate, eliminate and/or manage any risk relating to any internationally recognised exploitative practices including exploitation of children or any other person in Australia or elsewhere, human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, deceptive recruiting for labour services (**Modern Slavery**); and
- (b) comply with any law, rule or other legally binding measure of any jurisdiction that creates a reporting or due diligence obligation in connection with human rights and Modern Slavery laws and regulations (**Modern Slavery Law**).

4 Human rights and fair trade

ARA Group at all times seeks to undertake its business ethically, economically, and in accordance with good environmental practices. As such, it has adopted from the "Ten Principles of the UN Global Compact" a set of principles with the primary objective to: achieve positive social outcomes within its supply chain; identify, mitigate, eliminate and/or manage risks particularly in the context of human rights, and fair trade; and promote corporate social responsibility activities with its suppliers, as follows:

Principle 1 – Supporting and respecting protection of human rights

To respect internationally proclaimed human rights, ARA Group undertakes due diligence to avoid infringing human rights and encourages its suppliers to follow suit, as governed by ARA Group's Anti-Slavery and Human Trafficking Policy, and ARA Group's Procurement Policy.

Principle 2 – Avoiding complicity in human rights abuses

As noted above, ARA Group takes measures to avoid infringing human rights, including avoiding complicity in such infringements. To meet this principle, ARA Group complies with the reporting requirements of the *Modern Slavery Act 2018* (Cth) (the "**Act**").

Principle 3 – Freedom of association and right to collective bargaining

ARA Group respects the right of all employers and workers to freely and voluntarily establish groups for the promotion and defence of their occupational interests. ARA Group cooperates with employees on employee-related matters and otherwise empowers its employees to make free decisions without violence, pressure, fear or threats.

Principle 4 – Elimination of forced and compulsory labour

ARA Group employs its staff in accordance with applicable employment laws to ensure all employment arrangements are lawfully compliant, and freely entered into by employees on

their own volition. Further, in accordance with the Act, ARA Group does not support nor condones forced or compulsory labour and endeavours to avoid such in accordance with ARA Group's Anti-Slavery and Human Trafficking Policy, and ARA Group's Procurement Policy.

Principle 5 – Abolition of child labour

As noted above, ARA Group adheres to applicable employment laws when engaging staff and expects its suppliers to similarly uphold and adhere to expectations regarding employment and human rights to avoid child labour.

Principle 6 – Elimination of discrimination

ARA Group is proud to be an employer of a diverse workforce. ARA Group endeavours to uphold the elimination of discrimination within its workplaces (and in the course of business) by way of implementing and maintaining a Bullying and Harassment Policy, and an Equal Employment Opportunity and Anti-Discrimination Policy encouraging equal opportunity and prohibiting discrimination.

Principle 7 – Precautionary approach to environmental challenges

ARA Group is committed to protecting the environment and taking reasonable steps to minimise its contribution to environmental challenges. ARA Group implements and maintains an Environmental Policy, and a Resource Management Policy setting out the measures in place to facilitate such.

Principle 8 – Promote greater environmental responsibility

As noted above, ARA Group's Environmental Policy, and ARA Group's Resource Management Policy stipulates the measures taken by ARA Group, and the responsibilities accepted by ARA Group in the interests of being environmentally responsible.

Principle 9 – Development of environmentally friendly technologies

Where possible, ARA Group endeavours to implement technologies which are beneficial for the environment and otherwise reduce resource usage and minimise resource wastage.

Principle 10 – Working against corruption, extortion and bribery

ARA Group has zero tolerance for corruption, extortion and bribery within its workplace and operations and takes measures to ensure its practices are ethical, fair, and transparent. As governed by ARA Group's Anti-Bribery and Corruption Policy, ARA Group strives to, amongst other things, ensure its records are transparent, and that all transactions are conducted in good faith.

5 Suppliers

ARA Group evaluates all of its supplier candidates fairly, sincerely, and in good faith in offering reasonable opportunities. ARA Group selects suppliers comprehensively based on criteria such as:

- (a) credibility;
- (b) technology;
- (c) quality, price and delivery of goods and services procured; and
- (d) engagement with corporate social responsibility.

ARA Group further encourages existing and potential suppliers to collaborate with ARA Group to drive best practice and continuous improvement.

6 Health and Safety

ARA Group acknowledges and understands the importance of ideally eliminating but certainly minimising the risk of injury in the workplace and otherwise providing its employees, contractors and the general public affected by its dealings with a safe and healthy environment.

ARA Group works to promote a culture where personal responsibility for safety and health is second nature to employees and has a number of policies applicable to health and safety which governs how risks are to be managed and dealt with. Employees are encouraged to report any potential injury risks or hazards, and appropriate measures are in place within ARA Group to respond to risk.

7 Environment

ARA Group is committed to minimising the impact of its business activities on the environment. ARA Group's Board of Directors are accountable for the overall environmental compliance and performance of ARA Group, and is responsible for providing guidance and necessary resources and support to the business to ensure activities and dealings are undertaken in a manner that effectively manages potential environmental risks.

ARA Group's business managers are responsible for implementing and adhering to all ARA Group environmental policies and guidelines and are entrusted to proactively address any issues that may adversely affect the environment or the ARA Group's environmental performance. This includes assessing likely environmental outcomes prior to decision making, and ensuring factors such as safety, quality, cost, and time are considered when adjusting decisions/dealings to reduce possible environmental impacts.

8 Community involvement

ARA Group has its own established charitable foundation, the ARA Endowment Fund, which was created as a mechanism for the ARA Group and its employees to collectively give back to the community. Since its establishment, ARA Group's Endowment Fund has supported numerous registered charities and provided support to those in need. This is a proud achievement of ARA Group and its employees.

9 Aboriginal and Torres Strait Islander involvement

ARA Group regularly seeks business from suppliers which are Aboriginal and Torres Strait Islander owned, managed and controlled (**Indigenous Enterprises**). Engaging in business with the Indigenous Enterprises generates value within the ARA Group's supply chain, increases opportunities for suppliers who have traditionally been under-represented within the community, and assists in meeting the goals and requirements set by the Australian Government.

ARA Group and its affiliate ARA Indigenous Services Pty Limited ABN 83 605 947 822 are members of Supply Nation, giving both entities access to Indigenous Enterprises that are currently part of the Supply Nation network which is used to source Indigenous Enterprises for future business transactions.


Edward Federman
Managing Director

4 March 2021
Date

DRESS CODE POLICY

This Dress Code Policy (**Policy**) applies to all employees, officers, personnel and directors (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**).

ARA Group is committed to both providing a safe work environment and conducting its business with utmost professionalism. Accordingly, this Policy sets out how Employees are reasonably expected to dress in the workplace in the interests of safety and professionalism respectively.

1 Office attire

- 1.1 This section 1 applies to Employees whose primary place of work is situated within any of ARA Group's office locations.
- 1.2 Business casual attire is expected of Employees to whom this section applies. For the avoidance of doubt, "business casual" encompasses a mixture of comfort of casual wear with business professional attire. Business casual can include, without limitation: polo tops, buttoned shirts, blouses, knitwear, trousers, pantsuits, and skirts and dresses of appropriate length in the context of public spaces.
- 1.3 Where Employees are required to attend meetings with customers, clients, or prospective customers or clients, it is expected that Employees will adhere to a higher standard of dress and wear appropriate business attire.
- 1.4 As applicable from time to time, casual wear may be permitted in the workplace, subject to the approval of the location manager of any ARA Group workplace.


2 Uniforms and Personal Protective Equipment

From time to time, Employees may be required to wear ARA Group uniforms and protective clothing (such as high visibility vests, long sleeved shirts and pants) and footwear where Employees are engaged in work within construction, infrastructure or facilities management (or related) industries. Further, such Employees will be required to comply with ARA Group's Personal Protective Equipment Policy as applicable.

3 Meetings while working from home

ARA Group appreciates that Employees working from home may choose to wear comfortable clothing of their choice while undertaking work duties. Notwithstanding this, where Employees working from home are attending meetings in which they will appear by video camera, Employees are required to be well presented and in business casual attire, as described above in section 1. Where video call meetings involve clients and customers, or prospective clients and customers, Employees must dress in accordance with subsection 1.3.


Edward Federman
Managing Director


Date

DRUG, ALCOHOL AND SMOKING POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to ensuring a safe and healthy workplace in accordance with applicable workplace health and safety legislation. This Drug, Alcohol and Smoking Policy (**Policy**) sets out ARA Group's position regarding use and consumption of drugs and alcohol, and smoking generally (including vaping and the use of electronic cigarettes, known as e-cigarettes), in the interests of maintaining a workplace that is free of risk, and otherwise safe and healthy for all.

1 Application

This Policy applies to all employees, officers, personnel and directors of ARA Group, regardless of whether employment is on a permanent or temporary, casual, full-time or part-time basis (collectively **Employees**).

2 Prohibition of drugs and alcohol

- 2.1 Illicit drugs and alcohol are not permitted to be used or consumed by Employees during the course of their employment, including when performing duties, operating machineries or representing ARA Group, otherwise than where approved by the direct manager of any Employee.
- 2.2 Employees are not to report to work if they are under the influence of illicit drugs or alcohol.
- 2.3 Employees are strictly prohibited from using ARA Group machinery, equipment or vehicles whilst under the influence of illicit drugs or alcohol. For the avoidance of doubt, this prohibition applies outside of normal working hours where Employees have access to ARA Group machinery, equipment or vehicles.
- 2.4 Illicit drugs and alcohol are not to be used or consumed during Employee meal breaks or rest breaks, regardless of whether these breaks are taken on premises at workplace locations, or at external venues such as cafes and restaurants.

3 Random testing

- 3.1 Employees may be subjected to random drug and alcohol testing, including for the purposes of satisfying ARA Group, a client of ARA Group or a third party with whom it engages in business with, that its Employees associated with a specific project or contract have not used or consumed illicit drugs or alcohol.
- 3.2 Should an Employee fail to satisfy a random drug and alcohol test, appropriate action will be taken in accordance with applicable project or contractual requirements.
- 3.3 ARA Group appreciates and respects the bodily autonomy of its Employees. Notwithstanding this, ARA Group discourages illicit drug use and excessive consumption of alcohol outside of the workplace. Where Employees are subjected to random drug and alcohol testing in accordance with section 3.2 of this Policy, even when an Employee has not used or consumed illicit drugs or alcohol immediately preceding testing, traces of drugs and alcohol may be present, in which instance, appropriate action will nonetheless be taken as directed by this Policy.

4 Prescription medication

- 4.1 ARA Group acknowledges that from time to time Employees may be prescribed medications by licensed medical practitioners which may be in the form of controlled substances, or may cause side effects, such as drowsiness, which compromise the ability

of an Employee to fulfil their duties or otherwise pose a risk to the safety of the Employee in question and those around them.

- 4.2 Where such medications are prescribed, Employees must as soon as reasonably practicable notify their supervisors or managers, as applicable, of such medical prescriptions so as to enable special precautions to be taken to ensure the safety of the Employee and others in the workplace.

5 Removal from the workplace

Further to section 2.2 above, if there is reasonable suspicion that an Employee is under the influence of drugs or alcohol in the workplace, ARA Group reserves its rights to remove the Employee from the workplace, in which instance safe transportation will be arranged to enable the Employee to return to their place of residence safely. For the avoidance of doubt, this section 5 does not apply to use of prescription medication of which ARA Group is aware of in accordance with section 4 above.

6 Addiction

Where ARA Group becomes aware of an Employee's addiction to illicit drugs or alcohol, it will endeavour to assist any such Employee in resolving their addiction, including but not limited to referral to support groups or professional guidance.

7 Prohibition of smoking

Smoking is strictly prohibited in all ARA Group workplaces, including but not limited to:

- (a) within a five (5) metre radius of the entry and exit of ARA Group offices, warehouses and workshop areas, and internally within such areas;
- (b) in and within the immediate proximity of ARA Group vehicles;
- (c) within a five (5) metre radius of ARA Group machinery and equipment; and
- (d) within all supplied accommodation, rest areas and lunchrooms, and amenity facilities.

8 Disciplinary action

Repeated instances of the behaviour outlined above in section 5, or disregard for this Policy generally, may result in disciplinary action as appropriate, including but not limited to suspension or termination of employment.

9 Additional measures

From time to time ARA Group may be contractually bound to implement additional measures pertaining to illicit drugs, alcohol and smoking in relation to workplace health and safety. Accordingly, to the extent of any such contractual obligations upon ARA Group, additional measures and processes may apply to applicable Employees with respect to illicit drugs, alcohol and smoking.



Edward Federman
Managing Director

4 March 2021
Date

EMERGENCY POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are dedicated to ensuring the work health and safety of all employees (**Employees**). This Emergency Policy (**Policy**) sets out how ARA Group prepares for emergency situations.

1 Definitions

"**WHS Legislation**" refers to the applicable legislation, regulations and rules setting out the obligations of ARA Group with respect to the health and safety of its Employees, including:

- (a) *Work Health and Safety Act 2011* (ACT);
- (b) *Work Health and Safety Act 2011* (Cth);
- (c) *Work Health and Safety Act 2011* (NSW);
- (d) *Work Health and Safety (National Uniform Legislation) Act 2011* (NT);
- (e) *Work Health and Safety Act 2011* (QLD);
- (f) *Work Health and Safety Act 2012* (SA);
- (g) *Work Health and Safety Act 2012* (TAS);
- (h) *Occupational Health and Safety Act 2004* (VIC);
- (i) *Occupational Safety and Health Act 1984* (WA); and
- (j) *Health and Safety at Work Act 2015* (NZ).

2 Implementation

ARA Group's managerial staff, including but not limited to managers and supervisors, bear responsibility for implementing this Policy as an integral part of their accountabilities. Appropriate support and resources will be provided to Employees by ARA Group and its managerial staff.

3 Emergency procedure


In accordance with applicable WHS Legislation, ARA Group has adopted an 'Emergency Procedure' which sets out safety measures to apply in emergencies. This Policy is to be read in conjunction with the ARA Group Emergency Procedure.

4 Emergency preparation

To ensure that Employees are at all times prepared for an emergency and are aware of how to safely respond to such circumstances, ARA Group:

- (a) implements emergency training to Employees during company inductions;
- (b) integrates preparation for emergencies in business projects;
- (c) implements strategies to minimise potential emergencies by way of risk management;
- (d) monitors and reviews its Emergency Procedure from time to time to ensure the Emergency Procedure is up to date and effective;
- (e) provides specific ongoing information, instructions and training for Employees designated in roles of responsibility in relation to emergency situations;
- (f) requires Employees to comply with WHS Legislation; and
- (g) continuously implements strategies to improve ARA Group's response to emergencies.


Edward Federman
Managing Director


Date

EMPLOYEE ASSISTANCE PROGRAM POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to ensuring the health, safety and well-being of all employees. This Employee Assistance Program Policy (**Policy**) sets out the measures ARA Group takes in the interests of treating its employees with respect and dignity and improving the health and well-being of employees.

1 Application

This Policy applies to the all employees, officers, directors and personnel of ARA Group regardless of whether employment is permanent or temporary, or on a full-time, part-time or casual basis (**Employees**) including the Employees' spouse, de-facto partner, child, parent, grandchild, grandparent, or sibling or their spouse or de-facto partner (**Immediate Family**).

2 Employee Assistance Program

- 2.1 Difficult or traumatic events can negatively impact the ability of Employees to function normally at work and in their personal lives. As such, ARA Group's Employee Assistance Program (**EAP**) is available to Employees and their Immediate Family.
- 2.2 EAP is an independent, confidential counselling service provided by an external third-party provider which can provide short term assistance on a wide range of issues, including:
 - (a) traumatic events at and away from work;
 - (b) work and personal concerns;
 - (c) relationships;
 - (d) concerns regarding children;
 - (e) conflicts generally;
 - (f) alcohol and drug use;
 - (g) anxiety and depression;
 - (h) grief or loss; and
 - (i) financial or legal concerns.
- 2.3 Employees are entitled to six (6) complimentary sessions with ARA Group's nominated EAP provider per year. The limit of complimentary sessions may be increased from time to time or in response to a particular event at ARA Group's discretion. Where long term or specialist counselling is required, the EAP provider may refer Employees to an appropriate external service provider (i.e. medical, legal or financial services), in which instance, the costs of using such services will be borne by the Employees.

3 EAP and ARA Group

- 3.1 The EAP is not intended to replace existing procedures within ARA Group for resolving problems relating solely to routine work-related issues. The EAP is available in addition to such procedures and may provide additional assistance to Employees.
- 3.2 The EAP is not intended to detract from ARA Group's responsibility of addressing issues within the work environment which may impact Employees' performance.
- 3.3 The EAP may be used to provide immediate assistance in the event of a traumatic or threatening incident, regardless of whether such incident occurred during or outside of work hours.

4 Confidentiality

The EAP is a confidential service and all personal information provided to the EAP provider will remain with the EAP provider and will not be disclosed to anyone else, including ARA Group, unless the disclosing person authorises the EAP provider to disclose such information.

5 Referrals

- 5.1 Any ARA Group Employees and their Immediate Family may refer themselves to the EAP or may choose to contact ARA Group's EAP provider directly to make an appointment.
- 5.2 The EAP is designed to encourage individuals to self-refer. There may be times where work performance is affected by a personal issue or another source, in which case the Employee's manager or supervisor may assist by suggesting/offering to the Employee access to the EAP. Notwithstanding this, ARA Group shall not be responsible for failing to refer an Employee to its EAP.
- 5.3 Any ARA Group Employees who are aware of a situation or circumstance in which the EAP may be beneficial to a fellow Employee are encouraged to suggest referral to the EAP.

6 Traumatic workplace incidents

Where a traumatic workplace incident occurs, ARA Group Employees will be required to participate in a mandatory trauma de-brief. Further, where such Employees are at risk of further or ongoing distress as a result of the incident in question, such Employees will be invited to attend a one-on-one session with an EAP counsellor. Counselling will further be made available to the Immediate Family of those directly affected by a traumatic workplace incident as well as other Employees, even where such Employees have not been directly affected.

7 Availability

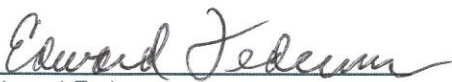
Employees and their Immediate Family may contact ARA Group's EAP provider and obtain counselling by telephone or may arrange a personal appointment. The EAP services are available 24 hours a day, 7 days a week. The EAP provider's contact details may be obtained through ARA Group's intranet or through ARA Group managerial or supervisory staff.

8 Employees responsibility

Where Employees seeks to attend an EAP appointment during work hours, prior approval must be sought from the Employees' manager or supervisor.

9 Managerial responsibility

ARA Group managerial staff (including supervisors) should consider the EAP for Employees impacted by personal issues, or where a traumatic event has occurred. If necessary, managers may seek guidance from higher management as to whether Employees should be referred to ARA Group's EAP, especially where urgent counselling assistance is required in response to a traumatic workplace incident. Notwithstanding this, managerial staff must respect the privacy of Employees' regarding personal information shared with the EAP provider and must also reasonably allow Employees to attend EAP appointments during work hours.


Edward Federman
Managing Director

4 March 2021
Date

EMPLOYEE GRIEVANCE POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to ensuring a positive, harmonious and safe workplace. This Employee Grievance Policy (**Policy**) sets out the manner in which work-related disputes and grievances are to be dealt with so as to ensure procedural fairness, effective dispute handling, and the equitable resolution of such matters.

1 Application

This Policy applies to all full-time, part-time, casual or temporary employees, officers, personnel and directors of ARA Group (**Employees**).

2 Compliance

All ARA Group personnel in a managerial or supervisory role (including roles which are similar) are responsible for familiarising themselves with this Policy and must ensure it is complied with.

3 Principles of fairness and justice

Employee grievances and disputes will be handled in accordance with natural justice, free of bias, and in a timely manner that is procedurally fair for all parties involved.

4 Principle of confidentiality

All Employee grievances and disputes will be handled confidentially and persons handling such matters will not disclose all or any part of a grievance with persons other than the parties involved, except where necessary to preserve ARA Group's best interests (including without limitation, disclosure to ARA Group's Legal Department or external legal representatives) and as required by law. Persons involved in workplace grievances are expected to observe this principle of confidentiality.

5 Protection from victimisation

Under no circumstances shall any Employee who raises a grievance in good faith or is otherwise associated with a grievance be subject to victimisation.

6 Procedure

6.1 Commencement

At any time, an Employee may bring to the attention of their manager or supervisor (**Responsible Person**) a workplace grievance they wish to have resolved (**Complainant**).

Where a Responsible Person reasonably suspects that a person under their supervision or control is involved in a workplace grievance which may cause detriment if unresolved, the Responsible Person must bring the matter to the applicable person's attention and confirm whether they wish to have the matter handled in accordance with this Policy.

ARA Group encourages all persons affected by workplace grievances to address such grievances in accordance with this Policy, as soon as is practicable after the grievance occurs.

6.2 Investigation and fact finding

If in the circumstances it is appropriate and/or necessary, the Responsible Person may undertake an investigation and conduct fact-finding exercises to obtain all information pertaining to the grievance for the purposes of resolving the matter.

Where multiple persons or parties are involved in a workplace grievance (**Respondent(s)**), an opportunity must be afforded to each Respondent(s) to express their version of events and any other information they wish to put forward as relevant.

6.3 Resolution processes

Wherever possible, grievances are to be addressed by a process of discussion, co-operation and conciliation with the assistance of the Responsible Person.

The Complainant and Respondent(s) are to participate in the appropriate grievance resolution process in good faith and aim to reach an acceptable outcome that minimises any potential detriment to ongoing relationships.

7 Informal resolution of grievances

Notwithstanding the above, nothing in this Policy operates to prevent the informal resolution of a grievance where the grievance is capable of being resolved informally in the circumstances.

8 Bullying, Discrimination and Harassment Disputes

8.1 Reportable grievances

All grievances which are concerned with or relate to ARA Group's Equal Employment Opportunity and Anti-Discrimination Policy or ARA Group's Bullying and Harassment Policy, including any alleged breach of either or both policies are for the purposes of this Policy known as "**Reportable Grievances**".

Reportable Grievances must be reported to ARA Group's Legal Department by the Responsible Person as soon as is practicable after a complaint is raised.

Thereafter, the Reportable Grievance will be handled by the Responsible Person under the guidance of the ARA Group's Legal Department.

8.2 Written records

All steps taken to handle and resolve a Reportable Grievance, including any relevant information concerning the Reportable Grievance, must be recorded in written form.

8.3 External complaints

At any time, employees may also choose to take a complaint of discrimination or harassment to the following organisations amongst others:

Australian Human Rights Commission

Phone: 1300 656 419

Website: www.humanrights.gov.au

Fair Work Commission

Phone: 1300 799 675

Website: www.fwc.gov.au

Anti-Discrimination Board (NSW)

Phone: 1800 670 812

Website:

www.antidiscriminationjustice.nsw.gov.au**Equal Opportunity and Human Rights Commission (VIC)**

Phone: 1300 292 153

Website: www.humanrights.vic.gov.au**Anti-Discrimination Commission (QLD)**

Phone: 1300 130 670

Website: www.qhrc.qld.gov.au**Equal Opportunity Tasmania**

Phone: 1300 305 062

Website:

www.equalopportunity.tas.gov.au**Equal Opportunity Commission (SA)**

Phone: 1800 188 163

Website: www.eoc.sa.gov.au**Equal Opportunity Commission (WA)**

Phone: 08 9216 3900

Website: www.eoc.wa.gov.au**Human Rights Commission (ACT)**

Phone: 02 6205 2222

Website: www.hrc.act.gov.au**Anti-Discrimination Commission (NT)**

Phone: 1800 813 846

Website: www.adc.nt.gov.au**NZ Human Rights Commission (NZ)**

Phone: 0800 496 877

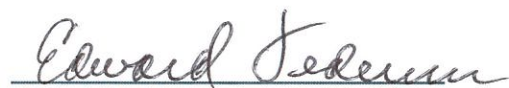
Website: www.hrc.co.nz**9 Disciplinary action**

If necessitated by the circumstances, appropriate disciplinary action may be taken against a party to a grievance, including but not limited to suspension or termination of employment, particularly where a Reportable Grievance is concerned.

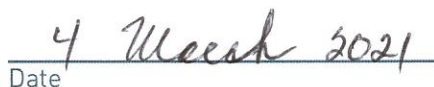
10 Good faith

All grievances raised must be done so in good faith and are not to be frivolous, vexatious, malicious or designed to avoid performance management processes.

Any person found to have knowingly provided false and misleading information or knowingly made false allegations without any substance may be subject to separate disciplinary action.



Edward Federman
Managing Director



Date

EMPLOYEE PRIVACY POLICY

This Employee Privacy Policy (**Policy**) applies to all employees and contractors (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) and operates alongside ARA Group's Privacy Policy which may be accessed via any ARA Group website.

ARA Group is committed to protecting personal information in accordance with the *Privacy Act 1988* (Cth) (the "**Act**") and endeavours to manage personal information in an open and transparent way to ensure the privacy and confidentiality of the personal information it collects is maintained. Accordingly, this Policy sets out how ARA Group collects, uses and controls personal information in the course of business.

1 Personal information

As defined by section 6 of the Act, "**Personal Information**" means information (including a document) or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not; and whether the information or opinion is recorded in a material form or not.

2 Collection of Personal Information

2.1 ARA Group collects and retains various types of Personal Information for the purpose of company administration and management. The types of Personal Information collected by ARA Group includes but is not limited to Employees';

- (a) names and addresses;
- (b) contact details such as phone numbers and email addresses;
- (c) next of kin contact details;
- (d) bank account details (relevant for the purposes of salary and wages payment only);
- (e) tax file number;
- (f) superannuation and industry scheme information;
- (g) license and qualification details (relevant to the employment criteria);
- (h) employment history (usually the five (5) most recent employers);
- (i) work experience; and
- (j) relevant health details and workers compensation history.

2.2 ARA Group collects Personal Information as reasonably necessary for the purpose of, or directly related to, one or more of its functions and activities. ARA Group will only collect Personal Information that is:

- (a) collected by lawful and fair means;
- (b) collected with the consent of the originator; and
- (c) used for lawful purposes.

2.3 Where Personal Information is obtained from a third party, such as through publicly available sources or a referee provided by the Employee, ARA Group will obtain such information only through lawful and fair means.

2.4 ARA Group collects Personal Information upon initial engagement of the Employee. ARA Group accepts requests from Employees at any time to update any Personal Information pertinent to their Employment.

3 Storing Personal Information

ARA Group provides a secure environment for the storage of Personal Information. Physical records are maintained in a secure facility with restricted access. Electronic records are retained in restricted access and secure file server directories. Data may be backed up and/or archived subject to AES 256bit encryption.

4 Disclosure of Personal Information

ARA Group may disclose Personal Information; for the primary purpose for which it was collected, for reasonably expected secondary purposes, for purposes for which Employees have consented to, and for other reasons permitted by the Act such as where disclosure is required by law.

Employee Personal Information may be disclosed to third parties for payroll administration.

In certain circumstances where ARA Group is contracted, for the purposes of undertaking the projects and works involved, ARA Group may disclose Employee Personal Information, such as where third parties require proof of qualifications of the persons to be working on such projects.

ARA Group will not disclose Employee Personal Information to overseas third-party recipients unless under the direct authorisation of the Employee concerned.

5 Accessing and correcting Personal Information

ARA Group endeavours to ensure the Personal Information it collects and holds is accurate and up to date. Notwithstanding this, the accuracy of Personal Information held by ARA Group depends greatly upon Employees notifying ARA Group of any changes to their Personal Information, such as when bank details are changed.

Employees have the right to request to access and correct their own Personal Information held by ARA Group by a written request to their respective manager. Corrections and/or amendments can be undertaken through the Employee's direct manager as the need arises, unless there is a law that allows or requires ARA Group to do otherwise.

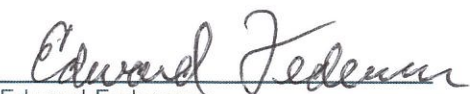
ARA Group will notify you in writing and provide reasons for refusing access to, or to correct your Personal Information, if such circumstance arises.

6 Complaints

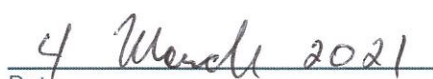
Any complaints relating to a breach of this Policy or breach of the Act (including the Australian Privacy Principles) can be made in writing by emailing legal@aragroup.com.au. On receipt of a complaint, ARA Group's Legal Department must investigate the incident and determine whether the breach complained of has been substantiated. If a breach has been ascertained, corrective and preventative measures must be implemented to rectify the situation as soon as practicable.

7 Survival

Employees engaged by ARA Group are required to adhere to this Policy both at the onset of their employment and after the cessation of their employment (for any reason whatsoever).



Edward Federman
Managing Director


Date

EMPLOYEE WORK VISA SPONSORSHIP POLICY

This Employee Work Visa Sponsorship Policy (**Policy**) sets out the circumstances under which work visa arrangements or sponsorships are permitted within employment with ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**).

1 Authorisation

Under no circumstance whatsoever is any employee sponsorship or work visa arrangement to be organised, negotiated or approved unless the express authorisation of ARA Group's Managing Director has been provided. For the avoidance of doubt, this includes arrangements pertaining to foreign student visas, working holiday visas, subclause 407 'training' visas, subclass 457 'skilled' visas, and employer nominated permanent residency sponsorships (**Work Visa**).

2 Procedure

If ARA Group's Managing Director has authorised a Work Visa, the application for such Work Visa must be made through ARA Group's nominated immigrant agent.

All documents concerning the Work Visa application and process must be provided to ARA Group's accounts department and filed in the applicable employee's personnel file.


Edward Federman
Managing Director

4 March 2021
Date

ENVIRONMENTAL POLICY

This Environmental Policy (**Policy**) sets out ARA Group Limited ABN 47 074 886 561 and its related corporate entities' (collectively **ARA Group**) commitment to protecting and enhancing the natural environment in the course of conducting business.

1 Goals

ARA Group endeavours to be an environmentally considerate business and strives to meet all requirements of the Australian government's applicable environmental legislation, policies and programs. ARA Group's managerial staff strive to achieve environmental best practice and prevention or minimisation of pollution by way of continually evaluating and improving environmental practices adopted in the course of business.

ARA Group is dedicated to minimising waste-to-landfill and greenhouse gas emissions, reducing consumption of power, water and natural resources, and maximising potential environmental benefits.

2 Environmental considerations

With the interests of preserving the environment, in the course of business ARA Group endeavours to:


- (a) ensure continual compliance with all applicable environmental laws;
- (b) exceed, where possible, minimum standards of environmental compliance;
- (c) minimise the impact of its activities upon the environment;
- (d) ensure installation processes and products supplied are safe for customers, the public, and for the environment; and
- (e) develop environmental and waste management systems within ARA Group.

3 General objectives

ARA Group's objectives pertaining to meeting its commitment to the environment include:

- (a) identifying and managing ARA Group's environmental footprint and environmental risks and opportunities associated with each business decision;
- (b) working closely with employees, clients, suppliers and other interested parties to continually refine ARA Group's work practices and business operations;
- (c) regularly monitoring and reporting on ARA Group's environmental performance;
- (d) incorporating environmental management considerations into ARA Group's core business plans and management practices, including preparing, fitting out and operating accommodation arrangements on an ongoing basis;
- (e) complying with applicable legal requirements, relevant governmental policies and environmental management plans; and
- (f) actively promoting and encouraging the adoption of ecologically sustainable work practices and operations within ARA Group and the wider community.


Edward Federman
Managing Director


Date

EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are dedicated to promoting Workplace diversity and ensuring equal access to employment for all. This Equal Employment Opportunity and Anti-Discrimination Policy (**Policy**) mandates the measures ARA Group has in place for the Workplace to meet its obligations under Anti-Discrimination Legislation.

1 General

1.1 Application

This Policy applies to:

- (a) all employees, including those who work on a full-time, part-time, casual or temporary basis; and
- (b) employees at work, work-related events or company functions, or other activities happening outside of work,

of ARA Group (**Employees**) and:

- (c) all employment processes within ARA Group, including hiring, training and dismissing employees.

1.2 Definitions

"Affirmative Action" is an umbrella term for a wide range of programmes designed to ensure that appropriate action is taken to eliminate discrimination and to promote equal opportunities for those in minority or disadvantage groups, including women.

"Anti-Discrimination Legislation" means the laws providing for people to be considered equally for employment and generally not discriminated against, including:

- (a) *Affirmative Action (Equal Employment Opportunity for Women) Act 1986* (Cth);
- (b) *Age Discrimination Act 2004* (Cth);
- (c) *Disability Discrimination Act 1992* (Cth);
- (d) *Fair Work Act 2009* (Cth);
- (e) *Racial Discrimination Act 1975* (Cth);
- (f) *Sex Discrimination Act 1984* (Cth);
- (g) *New Zealand Bill of Rights Act 1990* (NZ); and
- (h) *Human Rights Act 1993* (NZ).

"Equal Employment Opportunity" means that everyone has fair and equitable access to jobs, employment conditions, training, and promotion opportunities consistent with the principles of merit, to ensure that the best applicant is chosen at all times.

"Discrimination" refers to:

- (a) where someone is treated adversely because of a Protected Attribute they have (**Direct Discrimination**); and
- (b) where there is a requirement that is the same for everyone but has an adverse effect on someone due to a Protected Attribute they have (**Indirect Discrimination**).

"Discriminatory" has the same meaning as Discrimination.

"Protected Attribute" means any characteristic or attribute of a person that is protected by Anti-Discrimination Legislation, including but not limited to; age, sex, race, colour, sexual orientation or preference, marital status, physical or mental disability, family or carer's responsibilities, pregnancy, religion, political opinion, social origin or national extraction.

"Workplace" includes:

- (a) the place of work of an Employee accused of bullying and/or harassment;
- (b) the place of work of an Employee alleging to be the victim of Bullying and/or harassment;
- (c) the location of someone working remotely;
- (d) work-related trips, including but not limited to training events, conferences etc; and
- (e) work-related social events, including but not limited to office parties, work lunches etc.

1.3 Compliance

All persons to whom this Policy applies are responsible for familiarising themselves with this Policy and must at all times comply with this Policy.

2 Responsibility to base employment decisions on merit

All employment opportunities and conditions, training, and promotion opportunities must be made available to all persons on an Equal Employment Opportunity basis, without bias towards or undue regard to any Protected Attribute(s) any person may have.

3 Responsibility to make fair and equitable dismissal decisions

The dismissal of any Employee must be made fairly and equitably in accordance with applicable employment laws, without regard to any Protected Attribute(s) the Employee being dismissed may have or exhibit.

4 Prohibition of Discrimination

All Employees are prohibited from undertaking, partaking in or contributing to conduct of any kind that is Discriminatory against or toward any other Employee, and acknowledges that they may be subject to disciplinary action for such conduct.

5 Affirmative Action not Discriminatory

All persons bound by this Policy acknowledge that any Affirmative Action programmes in place or instituted by ARA Group, its directors, agents, representatives and Employees are not Discriminatory against persons who are not encapsulated by such programmes, to the extent that Affirmative Action programmes are conducted in accordance with Anti-Discrimination Legislation.

6 Special measures or adjustments

Notwithstanding the above, in the course of any dealings in the Workplace, special measures or adjustments may reasonably be made to accommodate the Protected Attribute(s) of any person for their benefit provided that such Protected Attribute(s) is made known to management personnel to whom the person reports to, and the person with the Protected Attribute(s) agrees to the proposed special measures or adjustments.

7 Employee training

All new Employees of ARA Group are required to familiarise themselves with this Policy as part of the induction process.

From time to time as applicable, additional training may be required to be undertaken and completed by persons subject to this Policy, within ordinary working hours, for the purposes of educating Employees on behavioural and conduct standards and/or to fulfil ARA Group's obligations under Anti-Discrimination Legislation.

8 New Zealand legislation

The provisions contained in this Policy apply equally to ARA Group Employees based in New Zealand and are intended to be interpreted and applied with due regard to the applicable Anti-Discrimination Legislation, which, for the avoidance of doubt, includes the *New Zealand Bill of Rights Act 1990* (NZ) and the *Human Rights Act 1993* (NZ).

9 Complaints

Any person who may wish to make a complaint regarding an alleged breach of this Policy may do so in accordance with ARA Group's Employee Grievance Policy.

10 Disciplinary action

All persons subject to this Policy acknowledge that a breach of any part of this Policy may result in disciplinary action subject to the Employee Grievance Policy, including but not limited to suspension or termination of employment.


Edward Federman
Managing Director


Date

EXTERNAL SOFTWARE POLICY

In undertaking its business activities, ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) rely upon third party external software (**External Software**) from time to time. This External Software Policy (**Policy**) sets out how ARA Group uses External Software so as to respect and comply with applicable software licensing agreements and copyright laws.

For the avoidance of doubt, this Policy applies to all employees, officers, personnel and directors of ARA Group (**Employees**).

1 Ownership

- 1.1 ARA Group's Information Technology Department (**IT Department**) shall be responsible for procuring all External Software purchased and owned by or licensed to ARA Group and installing External Software on technological devices of Employees as appropriate.
- 1.2 Where External Software is purchased or licensed to an Employee directly, the installation and use of such External Software shall be the responsibility of the individual who purchased or was licensed the External Software.
- 1.3 Notwithstanding section 1.2 above, External Software is not to be installed on ARA Group technological devices without the authorisation of the IT Department.
- 1.4 ARA Group managers and supervisors are responsible for ensuring that the External Software used by their respective businesses and Employees is properly purchased or licensed from the applicable third party supplier.
- 1.5 License keys, installation codes, and other applicable installation credentials shall be obtained only from legitimate sources and are not to be shared, except by authorised Employees acting within the scope of their employment with ARA Group.

2 Distribution

- 2.1 Prior to copying or distributing any External Software, all reasonable steps must be taken to ensure that ARA Group is permitted to copy or distribute the External Software concerned.
- 2.2 Further to section 2.1 above, under no circumstance whatsoever is any Employee to copy, adapt, modify, alter, distribute or otherwise do anything with any External Software where such permissions have not been granted to ARA Group.
- 2.3 Where ARA Group is permitted to copy or distribute External Software, copying or distribution must be conducted in compliance with the applicable license or agreement governing the purchase or license of External Software.
- 2.4 All copied External Software must carry a complete copy of the software license documentation, as applicable.
- 2.5 Copies of External Software purchased by or licensed to ARA Group remain the property of ARA Group. Similarly, copies of External Software purchased or licensed by Employees shall remain the property of such Employee.

3 Redundant or obsolete software

External Software (and versions of such) which is obsolete or redundant by reason of upgrades available are not to be used after such upgrade has been affected by the IT Department, except as may otherwise be permitted under the applicable software license.

4 Acceptable Use of Information Technology Policy

External Software is to be dealt with in accordance with ARA Group's various policies, including but not limited to ARA Group's Acceptable Use of Information Technology Policy. External Software obtained or used in a manner contrary to such policies must be immediately deleted from any technological devices of ARA Group and its Employees.

5 Disciplinary action

Non-compliance with this Policy may result in disciplinary action as appropriate, including but not limited to suspension or termination of employment with ARA Group, and civil and/or criminal penalties enforced by the External Software owner, dependent on the circumstances. For the avoidance of doubt, unauthorised possession and/or distribution of External Software is a violation of this Policy.


Edward Federman
Managing Director

4 March 2021
Date

FATIGUE MANAGEMENT POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) recognise that fatigue can increase the risk of workplace accidents. In the interests of reducing risks which may compromise the safety of workers, in addition to ARA Group's Work Health and Safety Policy, this Fatigue Management Policy (**Policy**) sets out the measures adopted by ARA Group to reduce such risks and preserve the health and safety of workers.

1 General

- 1.1 This Policy applies to all employees of ARA Group and its subsidiaries, including those who work on a full-time, part-time, casual or temporary basis, whose roles and/or duties in the course of employment are of such a nature that the risk of workplace accidents or incidents generally are recognised as being increased by fatigue (**Employees**).
- 1.2 The duties and work types captured by subsection 1.1 includes, but is not limited to; handling heavy or potentially hazardous or toxic items and substances, the operation and use of a vehicle, scaling buildings or working at height of any kind, loading, transporting or handling ammunition or firearms, the operation and use of machinery, plant equipment or tools of any kind, and working night shifts and shift work generally.

2 Risk assessments

- 2.1 Prior to any Employee commencing work where the risk of injury related to fatigue is recognised, project managers and/or supervisors with responsibility for such work shall conduct risk assessments as appropriate to identify the potential risks involved in such work and implement necessary control measures to reduce the levels of such risks.
- 2.2 In circumstances described above at subsection 2.1, Employees and their managers and/or supervisors must discuss strategies implemented to minimise the risk of fatigue related incidents prior to undertaking such work and must at all times comply with strategies implemented.
- 2.3 Risk assessments must be undertaken at the time any Employee reaches twelve (12) hours of continuous work (inclusive of rest breaks), in addition to any risk assessments conducted at any time during such shift.

3 Fatigue management measures

To minimise the risk of fatigue related incidents, the following measures shall apply in respect of persons covered by this Policy:

- (a) Employees will not work more than five (5) hours without a prescribed rest break;
- (b) Employees working more than twelve (12) hours in any continuous period may not commence a subsequent shift without a ten (10) hour rest break between shifts;
- (c) driving for periods in excess of two (2) hours will require a prescribed rest break of a minimum of ten (10) minutes per two (2) hour increments; and
- (d) Employees may be consulted and involved in determining any significant changes to their shift roster and how such changes are to be implemented.


Edward Federman
Managing Director


Date

MEDIA AND COMMUNICATIONS POLICY

This Media and Communications Policy (**Policy**) sets out how information requested from and disclosed by ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) is dealt with. This Policy governs how information is to be disseminated in a timely, accurate, comprehensive and authoritative manner.

1 Application

- 1.1 This Policy applies uniformly across ARA Group of entities with respect to all employees, officers, directors and personnel generally (**Employee**).
- 1.2 For the purposes of this Policy, “**Media**” includes all external news media, including electronic and print media and broadcast, publications and communications.

2 Designated spokespersons

- 2.1 When engaging with the Media, information relating to or concerning ARA Group or its Employees is to be given only by ARA Group’s externally appointed principal media relations advisers from time to time, and as applicable, ARA Group’s General Counsel (**Spokespersons**).
- 2.2 Only the Spokespersons are permitted to publicly disclose ARA Group information or convey or confirm ARA Group’s official position with regard to issues of significance or controversial or sensitive situations.
- 2.3 The Spokespersons shall bear the responsibility to:
 - (a) increase public awareness understanding of ARA Group, the services it provides for the community, and its future prospects;
 - (b) promote a positive public image of ARA Group and the work it does with its existing and prospective customers, Employees, contractors, vendors and shareholders.
- 2.4 In certain situations, individual Employees of ARA Group may be asked by a Spokesperson to provide a comment or their expertise on a particular issue by reason of their knowledge, experience or expertise. In such circumstances, the Spokespersons will work with the Employee to prepare them for the communications for which they are to be involved with. Such preparation may include developing talking points as well as counselling, training, and practising for the Media communications.

3 Guidelines for Communications

- 3.1 Where ARA Group or its Employees are contacted by the Media for the purposes of obtaining information about ARA Group, recent unexpected events (i.e. Employee complaints, industrial action, natural disasters) or topical stories within the local community, the guidelines contained in this section 3 are to apply.
- 3.2 All Communications, including enquiries and requests, are to be directed to ARA Group’s Spokespersons. In such instances, it is preferred that Employees or ARA Group representatives advise that:


“It is ARA Group’s policy to refer all media enquiries to our General Counsel or media relations representatives. You can reach them via...”

- 3.3 In addition to the guideline set out at section 3.2, Employees contacted by the Media should further advise ARA Group's Spokespersons that ARA Group has been approached by the Media.
- 3.4 No ARA Group Employee is to engage in any communication with the Media regarding ARA Group unless the Spokespersons or ARA Group's Managing Director have expressly authorised such engagements, or where such Employee has been asked by the Spokespersons to provide their comments. Further, Employees must refrain from answering any questions compelled by Media representatives in any attempt to quickly obtain information.
- 3.5 The ordinary degree of courtesy and professionalism which ARA Group expects its Employees to apply when engaging with existing and prospective customers should be similarly displayed towards the Media.
- 3.6 Media enquiries are to be referred to the Spokespersons or otherwise responded to, as applicable, in a quick, courteous and professional manner.

4 Guidelines for seeking media coverage

- 4.1 Where an Employee reasonably believes that ARA Group has a positive news story to share with the public, the Spokespersons should first be consulted. Only the Spokespersons are authorised to distribute ARA Group news releases, pitch coverage of particular events, or hold news conferences.
- 4.2 Employees are not permitted to directly contact the Media without first consulting the Spokespersons.
- 4.3 The Spokespersons will work with Employees to gather information to determine if and how the Media should be contacted.
- 4.4 Certain information or communications may be referred to the ARA Group blog in lieu of the Media for formal publication.


Edward Federman
Managing Director


Date

MOBILE PHONE POLICY

This Mobile Phone Policy (**Policy**) applies to all employees, directors, officers and personnel (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**). This Policy governs the use of mobile phones during ordinary working hours.

1 Use of ARA Group devices

ARA Group owned mobile phone devices distributed to Employees for use in the course of employment are not to be used by any other persons other than the Employee to whom the mobile phone was assigned to, except in emergency situations.

2 Personal mobile phones

ARA Group respects that Employees may need to access and use their personal mobile phones on occasion throughout ordinary working hours. Notwithstanding this, Employees must keep their use of personal mobile phone devices to a minimum while at work.

3 Mobile phone use generally

The following rules apply with respect to mobile phones regardless of whether the device is for personal or business use:

- (a) when attending meetings, seminars, training sessions and similar events, mobile phones are to be turned off or placed on silent or flight mode;
- (b) the rules for use of mobile phones applicable at the premises or site of a client or customer apply when Employees attend such locations;
- (c) where Employees operate machinery, plant or equipment, or otherwise undertake activities that could cause injury, the use and operation of mobile phones is strictly prohibited;
- (d) while driving ARA Group company vehicles, Employees are not to use mobile phones, and while 'hands free' communication is permissible by law, ARA Group does not encourage hands free communications by reason of the distracting nature of such; and
- (e) where Employees are exposed to petroleum-based vapours or fuels (such as when refuelling vehicles) or in reasonable proximity of such vapours or fuels, mobile phone use and operation is strictly prohibited.

4 No liability

ARA Group does not take any responsibility for the damage to or loss of personal mobile phones that are damaged, stolen or lost from the place of work of its Employees.


Edward Federman
Managing Director

4 March 2021
Date

MOTOR VEHICLE POLICY

The health, safety and general welfare of employees is paramount to ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**). Accordingly, this Motor Vehicle Policy (**Policy**) sets out the requirements of ARA Group applicable to employees using and driving ARA Group company vehicles (**Company Vehicles**) to ensure their safety at all such times.

For the avoidance of doubt, this Policy applies to any employee, officer, director or personnel of ARA Group with access to or control over a Company Vehicle (hereinafter referred to as **Employees**).

1 Employee responsibility

Motor vehicles are provided to Employees by ARA Group so as to allow Employees to successfully undertake and complete tasks in the course of employment. At all times, Employees with the control of or access to a Company Vehicle are responsible for the use and maintenance of the Company Vehicle at all times until such point at which an Employee ceases to have access to a Company Vehicle.

2 ARA Group conditions of use

2.1 All Employees who use and drives a Company Vehicle must:

- (a) hold a current and valid driver's licence in their state of residence, to be carried at all times at which the Company Vehicle is being driven, and presentable on request;
- (b) comply and adhere to all applicable road rules, including speed restrictions, at all times;
- (c) not use or consume drugs and alcohol (with the exception of non-drowsy prescription or over-the-counter medication) whilst in control of a Company Vehicle, including but not limited to driving under the influence by reason of prior drug or alcohol use or consumption;
- (d) not smoke in or near Company Vehicles;
- (e) be medically fit to drive, and where licence restrictions apply (such as the requirement of wearing prescription glasses), such restrictions must be complied with;
- (f) not use mobile phones whilst driving, and, while 'hands free' communication is permissible by law, ARA Group does not encourage hands free communications by reason of the distracting nature of such;
- (g) immediately report to their supervisor or manager any damage, defects or faults of or to the Company Vehicle;
- (h) use supplied e-tags or parking cards for business use only;
- (i) use the recommended fuel at accredited fuel outlets;
- (j) obtain all documentation, including receipts, regarding the purchase of fuel and ancillary items;
- (k) maintain a control register for fuel, mileage and trips taken;
- (l) conduct routine preventative maintenance by recording and reporting any anomalies to the Company Vehicles, and inspecting the Company Vehicle for such from time to time as applicable; and
- (m) observe any procedures or rules applicable to a project site or location of which the client of ARA Group has set such procedures or rules for vehicles on the premises.

- 2.2 Any changes to the designated driver of a Company Vehicle must be recorded with the fleet manager of the Company Vehicle.
- 2.3 Company Vehicles are not to be used to carry or provide transport to persons not employed by ARA Group, unless prior express permission is obtained from the applicable Employees' manager or supervisor.
- 2.4 Any tools, materials and equipment transported by or stored within a Company Vehicle must be secured appropriately to the Company Vehicle and not removed without authorisation, unless in the course of employment. Employees must also comply with ARA Group's Care of Company Equipment Policy.
- 2.5 In all circumstances, unless prior express permission is obtained from an Employee's manager or supervisor, Company Vehicles are not to be used for private use and otherwise be limited to:
 - (a) travelling between home and work and vice versa;
 - (b) travel incidental to performing employment related duties; and
 - (c) non-work-related use that is minor, infrequent and irregular, being less than 1,000km per year and less than 200km in a single journey (for example, occasional use of the Company Vehicle to remove rubbish) and any non-work-related diversion should not exceed 2km.

3 General care

Further to section 1 above, Employees with responsibility for a Company Vehicle must:

- (a) regularly wash and clean the exterior and interior of the Company Vehicle as required; and
- (b) arrange for the Company Vehicle to be regularly serviced through the applicable fleet manager.

4 Tracking technologies

From time to time, ARA Group may install, or require to be installed, dash cameras and journey tracking technology devices (**Tracking Technologies**) within Company Vehicles, for the purposes of ensuring the security and correct permitted usage of Company Vehicles. Where Tracking Technologies are installed in Company Vehicles, Employees must ensure that at all times Company Vehicles are in use, the Tracking Technologies are switched on and in working order.

5 Liability

- 5.1 Where an insurance claim is made for damage caused to a Company Vehicle, or loss or damage to another vehicle or third party property generally, if the actions of the Employee driving the Company Vehicle are found to be reckless or negligent, the Employee shall bear full responsibility to pay the insurance premium excess payable for such claim.
- 5.2 Any traffic or parking infringement notices, fines or penalties incurred by an Employee, for whatsoever reason, while driving a Company Vehicle shall be paid for in full by the Employee, or otherwise reimbursed by the Employee to ARA Group.

6 Accidents

In the event of an accident or damage generally caused to a Company Vehicle, the Employee responsible for such Company Vehicle shall immediately contact their supervisor or manager to report the details of the accident or damage, and the personal contact details of the person responsible for the accident or damage, if known.

7 Return of Company Vehicles

If an Employee is absent from work for whatsoever reason, for an period of twenty-eight (28) consecutive days or longer, Company Vehicles must be pre-arranged to be returned to ARA Group for the duration of such absence.

8 Disciplinary action

If an Employee is found to be in breach of this Policy, including failing to obtain and maintain their drivers' licence, the Employee may reasonably have disciplinary action taken against them as appropriate, including but not limited to the Company Vehicle temporarily or permanently removed from their control by ARA Group, or suspension or termination of Employment, as appropriate in the circumstances.


Edward Federman
Managing Director


Date

PERSONAL PROTECTIVE EQUIPMENT POLICY

The safety of workers is of paramount importance to ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**). As part of ARA Group's various measures implemented to ensure a healthy and safe workplace, this Personal Protective Equipment Policy (**Policy**) sets out the procedures in place with respect to personal protective equipment as a risk control measure in accordance with WHS Legislation.

1 Application

This Policy applies to all employees, officers and directors of ARA Group, regardless of whether employment is on a permanent or temporary, casual, full-time or part-time basis (**Employees**) and extends to those who may be reasonably affected by ARA Group's work.

2 Definitions

For the purposes of this Policy:

"**PPE**" means anything used or worn to minimise risk to an Employee's health and safety. This may include but is not limited to:

- (a) boots (including steel-capped boots);
- (b) ear plugs;
- (c) face masks;
- (d) gloves;
- (e) goggles;
- (f) hard hats;
- (g) high visibility clothing;
- (h) respirators;
- (i) safety harnesses;
- (j) safety shoes; and
- (k) sunscreen.

"**WHS Legislation**" refers to the applicable legislation, regulations and rules setting out the obligations of ARA Group with respect to the health and safety of its Employees, including but not limited to:

- (a) *Work Health and Safety Act 2011* (ACT);
- (b) *Work Health and Safety Act 2011* (Cth);
- (c) *Work Health and Safety Act 2011* (NSW);
- (d) *Work Health and Safety (National Uniform Legislation) Act 2011* (NT);
- (e) *Work Health and Safety Act 2011* (QLD);
- (f) *Work Health and Safety Act 2012* (SA);
- (g) *Work Health and Safety Act 2012* (TAS);
- (h) *Occupational Health and Safety Act 2004* (VIC);
- (i) *Occupational Safety and Health Act 1984* (WA); and
- (j) *Health and Safety at Work Act 2015* (NZ).

3 Risk control

In accordance with WHS Legislation, ARA Group shall do all reasonable things to eliminate risks to health and safety in the workplace. Where risk is unable to be eliminated or it is unreasonably impractical to do so, ARA Group shall as part of its risk control measures require Employees to use or wear PPE to minimise risk to health and safety.

4 PPE records

From time to time, ARA Group may require Employees to sign a PPE register or records to similar effect to verify the issuance of PPE.

5 Care of PPE

- 5.1 ARA Group will ensure that all ARA Group PPE is maintained, repaired and replaced and otherwise kept in good working order.
- 5.2 Notwithstanding section 5.1 above, Employees issued with PPE must take all reasonable steps to care for and maintain PPE while within their possession and control. If an Employee's PPE is damaged, it is the responsibility of the Employee concerned to report the damage to their applicable manager or supervisor and present the damaged PPE for repair or replacement.

6 Correct use of PPE

- 6.1 Employees must at all times wear and use PPE in accordance with ARA Group instructions and any requirements or procedures of project sites and ARA Group clients.
- 6.2 Managers and supervisors of Employees assigned with PPE must ensure that PPE is being worn or used correctly.
- 6.3 Reckless, wilful or negligent use of PPE will be deemed to be a breach of this Policy and may result in disciplinary action as appropriate.


Edward Federman
Managing Director

4 March 2021
Date

PROCUREMENT POLICY

This Procurement Policy (**Policy**) sets out the principles under which procurement will occur with respect to ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) in Australia and New Zealand, with the objectives of:

- (a) optimising procurement efforts to drive cost savings;
- (b) aligning procurement activities with business plans;
- (c) ensuring ethical, social and environmental considerations in procurement;
- (d) developing mutually beneficial supplier relationships; and
- (e) satisfying customer requirements regarding purchasing.

1 Procurement considerations

ARA Group procures goods, software, contract resources and services that are needed for conducting business activities from suppliers, either for internal purposes or to add value to them, and thereafter supplied to customers as ARA Group goods or services. This is done after ARA Group ensures that it is otherwise unable to source such goods or services internally within its own businesses.

ARA Group seeks to procure all goods and services from third parties in a manner that at all times adheres to ethical, economic, and environmental principles. ARA Group aims to realise the potential of its supply chains by driving positive social outcomes.

ARA Group works with suppliers to identify, mitigate and manage risks and encourages both existing and potential suppliers to collaborate with ARA Group in applying best practices, high ethical standards, and continuously improving such practices and standards.

2 Co-existence with, and selection of, suppliers

ARA Group strives to establish co-existing relationships with suppliers as good business partners by building long term relationships based on trust, mutual improvement, and continuous effort.

Suppliers are evaluated and selected comprehensively based on criteria such as:

- (a) credibility;
- (b) technology;
- (c) quality, price and delivery of procured items; and
- (d) engagement with corporate social responsibility.

In evaluating suppliers, ARA Group treats supplier candidates fairly, sincerely, and offers the same reasonable opportunities equally, as appropriate in the circumstances.

3 Corporate Social Responsibility

ARA Group proudly promotes corporate social responsibility activities with its suppliers based on the "Ten Principles of the UN Global Compact". Further information as to this undertaking is contained in ARA Group's Corporate Social Responsibility Policy.

4 Aboriginal and Torres Strait Islander businesses

In accordance with ARA Group's Corporate Social Responsibility Policy, where possible, ARA Group seeks to procure goods and services from suppliers which are Aboriginal and Torres Strait Islander owned, managed and controlled.

5 Corporate social responsibility

This Policy is to be read and applied in conjunction with ARA Group's Corporate Social Responsibility Policy.


Edward Federman
Managing Director


Date

QUALITY ASSURANCE POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to providing goods and services of the highest quality so as to meet and ideally go above and beyond the expectations of external and internal stakeholders.

This Quality Assurance Policy (**Policy**) sets out how ARA Group upholds and maintain the highest quality and standards in business in accordance with ARA Group's commitment to the continuous improvement of the quality of goods and services offered.

1 Quality assurance objectives

ARA Group strives to:

- (a) ensure that contract requirements, client specifications and documentation are complied with, where applicable, and that goods or services are supplied to the satisfaction of clients;
- (b) undertake contract works in accordance with relevant legislation, codes and standards where required under contract, in a cost effective and reliable manner; and
- (c) ensure that delivery of quality goods and the performance of reliable services is within the scope of the requirements of clients and adhered to in a cost effective and reliable manner.

2 Quality management system

ARA Group has a quality management system based on the ISO 9001:2015 standard which provides a framework for monitoring, measuring and improving the performance of services and quality of goods, and identifying opportunities for improvement through rigorous self-assessment.

3 Review

ARA Group's managerial staff are responsible for reviewing the functionality of their respective businesses throughout all stages of service and supply so as to ensure that quality assurance is met, and that continuous improvement strategies are adopted within the framework of ARA Group's goals and objectives.

4 Performance


ARA Group employees are required to perform their duties with professionalism, expertise, and in accordance with standard industry practices. ARA Group's managerial staff and supervisory personnel are to actively support and promote quality assurance procedures and ensure its implementation and adherence by employees.

ARA Group encourages and supports its employees to promote quality assurance across goods and services supplied and to continuously endeavour to provide high quality and efficient goods and services.

5 Improvement

ARA Group acknowledges the need to continuously improve the quality of goods and services and, where possible, to exceed above current standards of quality assurance. At all times, ARA Group is dedicated to ensuring its offerings are 'the best of the best'.


Edward Federman
Managing Director


Date

REHABILITATION AND RETURN TO WORK POLICY

This Rehabilitation and Return to Work Policy (**Policy**) mandates the process in place to facilitate the return to work of previously ill or injured employees, officers and directors (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**).

For the avoidance of doubt, this Policy applies to all Employees of ARA Group regardless of whether employment is permanent, temporary, or on a full-time, part-time or casual basis.

1 Definitions

“Co-ordinator” means a person appointed by ARA Group who has the relevant training, skills and experience to perform the role and function of a return to work (**RTW**) co-ordinator or workplace rehabilitation coordinator.

“Returning Employee” means a ‘returning’ Employee of ARA Group who has recovered (fully or in part) from an illness or injury and is returning to work (whether full duties or some restricted and suitable duties). For the purposes of this Policy, a Returning Employee also includes an injured Employee who is returning to work whilst receiving treatment.

“WCC Legislation” refers to the applicable legislation, regulations and rules setting out the obligation of ARA Group with respect to Employees who have sustained a work-related illness or injury, including but not limited to:

- (a) *Workers Compensation Act 1951* (ACT);
- (b) *Safety, Rehabilitation and Compensation Act 1988* (Cth);
- (c) *Workplace Injury Management and Workers Compensation Act 1998* (NSW);
- (d) *Workers Compensation Act 1987* (NSW);
- (e) *Return to Work Act 2015* (NT);
- (f) *Workers’ Compensation and Rehabilitation Act 2003* (QLD);
- (g) *Return to Work Act 2014* (SA);
- (h) *Workers Rehabilitation and Compensation Act 1988* (TAS);
- (i) *Workplace Injury Rehabilitation and Compensation Act 2013* (VIC);
- (j) *Workers’ Compensation and Injury Management Act 1981* (WA); and
- (k) *Accident Compensation Act 2001* (NZ).

“WHS Legislation” refers to the applicable legislation, regulations and rules setting out the obligations of ARA Group with respect to the health and safety of its Employees, including but not limited to:

- (a) *Work Health and Safety Act 2011* (ACT);
- (b) *Work Health and Safety Act 2011* (Cth);
- (c) *Work Health and Safety Act 2011* (NSW);
- (d) *Work Health and Safety (National Uniform Legislation) Act 2011* (NT);
- (e) *Work Health and Safety Act 2011* (QLD);
- (f) *Work Health and Safety Act 2012* (SA);
- (g) *Work Health and Safety Act 2012* (TAS);
- (h) *Occupational Health and Safety Act 2004* (VIC);

- (i) *Occupational Safety and Health Act 1984* (WA); and
- (j) *Health and Safety at Work Act 2015* (NZ).

“Workplace” means any place where work is carried out for ARA Group, and includes any place where an Employee goes, or is likely to be, while at work. This may include office locations, warehouses and workshops, construction sites, vehicles, the Employee’s home, and other mobile structures on land or water.

2 Injury management generally

- 2.1 ARA Group shall report significant Workplace injuries to its workers’ compensation insurer within forty-eight (48) hours of the occurrence of such injury, or within seven (7) days where the injury is not a significant injury.
- 2.2 To the extent to which it is able, ARA Group will communicate with the Returning Employee to ensure they are fully informed of all their rights and obligations regarding workers’ compensation and rehabilitation.
- 2.3 Irrespective of whether the illness or injury is work related or not, ARA Group is committed to assisting Returning Employees return to work safely, in a timely manner.

3 Returning to work/Rehabilitation

- 3.1 ARA Group appreciates that returning to work for the Returning Employees may pose difficulties and as such may require adjustments to be made. Accordingly, this section 3 sets out the specific measures ARA Group has in place or otherwise undertakes to successfully re-integrate the Returning Employee into the Workplace.
- 3.2 Both ARA Group and the Returning Employee must commit, participate and fully co-operate in achieving the objectives set out in this Policy.
- 3.3 In accordance with Legislation, ARA Group shall appoint a Co-ordinator for the purposes of supporting the rehabilitation of and/or the return to work of the Returning Employee. The Co-ordinator and Returning Employee, amongst other things, shall:
 - (a) regularly communicate and consult honestly on rehabilitation and the development of a return to work plan (**RTW Plan**) for the Returning Employee;
 - (b) co-ordinate the Returning Employee’s recovery and subsequent return to work;
 - (c) liaise with everyone involved with the Returning Employee’s rehabilitation and return to work, including any insurer of ARA Group;
 - (d) liaise with ARA Group to facilitate the Returning Employee’s return to work;
 - (e) liaise with the Returning Employee’s treating doctors to ensure that the return to duties is safe;
 - (f) organise as required for an independent medical examination to clarify any medical issues associated the Returning Employee’s RTW Plan, including the provision by ARA Group of suitable duties;
 - (g) as required, develop and prepare, monitor and review a recover at work or RTW Plan for the Returning Employee; and
 - (h) keep confidential records, including records of the Returning Employee’s return to work.

- 3.4 ARA Group will participate and cooperate with the Co-ordinator for the purposes of developing and implementing an appropriate RTW Plan. The Plan will include details of all the return to work activities and treatment services available for the Returning Employee as applicable.
- 3.5 ARA Group will endeavour to provide the Returning Employee suitable duties to undertake upon their return to work and will make adjustments, as appropriate, to facilitate the Returning Employee's return to work in accordance with the medical certificate provided by the nominated treating doctor.

4 Open communication

To the extent permitted by law, ARA Group adopts an open communication policy regarding the return to work of the Returning Employee and both ARA Group and the Returning Employee will ensure to the best of their capabilities to co-operate and participate in the rehabilitation of the Returning Employee.

5 No disadvantage for Returning Employee

Under no circumstance whatsoever shall the Returning Employee be disadvantaged whilst undertaking rehabilitation or otherwise returning to work. ARA Group will cooperate with the Returning Employee to ensure their successful return to work.


Edward Federman
Managing Director

4 March 2021
Date

REMOTE WORKING POLICY

This Remote Working Policy (**Policy**) applies to all employees, officers, directors and personnel (**Employees**) of ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**).

For the purposes of this Policy, "**Working Remotely**" has the meaning of conduct or activities undertaken in association or connection with employment with ARA Group, which occur remotely, away from ARA Group's office location(s), including but not limited to; 'on-site' locations, the home address of an Employee or similar location, public libraries, cafes, restaurants, bars, and event and function spaces.

At all times when Working Remotely, Employees are expected to comply with the various policies of ARA Group, including but not limited to ARA Group's:

- (a) Acceptable Use of Information Technology Policy;
- (b) Mobile Phone Policy;
- (c) Privacy Policy;
- (d) Code of Conduct;
- (e) Dress Code Policy; and
- (f) Bullying and Harassment Policy,

subject to minor adjustments as are reasonable in the circumstances.

Employees will not be immune from disciplinary action stemming from a breach of any of ARA Group's policies by reason of Working Remotely.



Edward Federman
Managing Director



Date

RESOURCE MANAGEMENT POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) are committed to responsibly managing energy and water resources and waste (**Resources**). This Resource Management Policy (**Policy**) sets out how ARA Group minimises expenditure and environmental impacts by responsibly managing Resources.

1 Responsibility

ARA Group's managerial staff, including managers and supervisors, will strive to meet our goal of obtaining value for money and energy conservation through efficient Resource management, while meeting any relevant legislative requirements.

2 Investment

ARA Group is at all times open to considering and investing in efficient Resource management schemes with demonstrable benefits to the environment and ARA Group, where available.

3 Procurement

Resource usage and costs are considered by ARA Group when procuring plant, machinery or equipment which has a material impact on Resources (i.e., appliances). The General Managers of ARA Group's businesses are encouraged to make informed procurement decisions which consider Resources and the impact of procurement upon Resources.

4 Recycling

ARA Group implements and monitors recycling waste targets to maximise Resource usage and to otherwise comply with environmental goals, including those set out in ARA Group's Environmental Policy.

5 Monitoring

Electricity and water meters are monitored against expected usage. The Financial Controllers of ARA Group's businesses check invoices regularly against meter readings for consumption of electricity and water. Abnormal consumption of electricity and water may be investigated by the applicable Financial Controllers and necessary corrective action taken.

ARA Group may set and monitor energy targets relative to past performance, with the objective of improving Resource usage.

6 Awareness

All employees, personnel, officers and directors of ARA Group are at all times encouraged to be aware of the limited supply of Resources and to otherwise work towards recycling and minimising waste production and the use of Resources generally.


Edward Federman
Managing Director

4 March 2021
Date

SUBCONTRACTING POLICY

From time to time, ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) may subcontract all or any part of Work which ARA Group is contracted to undertake. This Subcontracting Policy (**Policy**) governs the circumstances under which Work can be subcontracted and the principles which shall apply to subcontracting generally.

1 Definitions

In this Policy:

'Specialist Subcontractor' means a subcontractor that undertakes (without limitation); asbestos removal, demolition and deconstruction, environmental remediation, abseiling, external window cleaning of high-rise buildings, and 'wet hire' of cranes.

"Work" means the supply of goods, labour hire and services by ARA Group to a third party.

2 Subcontractor assessment

2.1 ARA Group will evaluate all subcontractors on their ability to comply with applicable legislative requirements. Subcontractor's may also be evaluated by ARA Group with respect to:

- (a) quality status and performance;
- (b) certification and qualifications of subcontractors and their employees to undertake the Work subcontracted;
- (c) insurance cover (pursuant to section 4 below); and
- (d) any other reasonable criteria ARA Group deems appropriate in the context of evaluating subcontractors.

2.2 All approved subcontractors will be listed in ARA Group's accounting systems database.

3 Subcontracting under contract

3.1 Where ARA Group purports to subcontract Work, the applicable contractual dealings governing the Work must be reviewed carefully to ensure ARA Group has a right to subcontract the Work. ARA Group's Legal Department should be consulted as necessary to confirm whether such right exists and the scope of the right to subcontract.

3.2 When subcontracting Work, the procedure pertaining to subcontracting as prescribed in the applicable contract must be strictly complied with. Failure to do so may result in serious consequences for ARA Group.

4 Insurance requirements


4.1 All third parties to whom ARA Group seeks to subcontract Work to must comply with ARA Group's insurance requirements as applicable in the circumstances. At a minimum, all subcontractors will be required to have the following policies of insurance:

- (a) workers compensation insurance;
- (b) public liability insurance at a minimum value of \$20,000,000 per occurrence; and

- (c) product liability insurance at a minimum value of \$20,000,000 per occurrence (if goods are being supplied and/or the Works involve a completed structure that is deemed to be a product).
- 4.2 Further insurance requirements will apply in addition to those stipulated in item 4.1 above where the subcontractor:
 - (a) requires specialist skills (i.e. welding);
 - (b) uses certain equipment (i.e. scissor lifts or mobile plant);
 - (c) is a Specialist Subcontractor; or
 - (d) is a consultant providing technical and/or professional services.
- 4.3 ARA Group does not take out its own insurance with respect to Work within the expertise of Specialist Subcontractors and any insurance applicable to such expertise (i.e. asbestos disease liability insurance) must be taken out directly by the Specialist Subcontractor.
- 4.4 Where Work to be subcontracted involves design or consulting generally, the subcontractor will be required to obtain professional liability insurance in addition to other insurance requirements ARA Group imposes.

5 Responsibility to manage subcontractors

- 5.1 All project managers and supervisors (and other applicable managerial staff) with responsibility to manage and oversee the completion of Work must:
 - (a) evaluate the ability of any applicable subcontractors in accordance with this Policy;
 - (b) review the insurance documentation of any subcontractors whom will conduct Work on behalf of ARA Group, prior to the commencement of the subcontract;
 - (c) issue purchase orders with specific and detailed conditions that reflect contract, legislative and client specific requirements (where applicable);
 - (d) regularly monitor and review the performance of subcontractors; and
 - (e) report and record any non-conformance of the subcontract and take reasonable steps to oversee that effective corrective action is taken.
- 5.2 Communication is of the utmost importance when subcontracting Work. ARA Group will endeavour at all times to keep subcontractors informed of information necessary to complete the subcontracted Work, or which otherwise concerns the subcontractor(s) generally.


Edward Federman
Managing Director


Date

SUSTAINABILITY POLICY

ARA Group Limited ABN 47 074 886 561 and its related corporate entities (collectively **ARA Group**) recognise the environmental responsibilities of businesses with regard to modern community expectations and legislation pertaining to the environment and sustainability of resources. This Sustainability Policy (**Policy**) sets out how ARA Group aims to optimise its sustainable practices and otherwise minimises the environmental impacts of its business activities.

1 Priorities

At all times, ARA Group endeavours to conduct its business activities in a efficiently organised manner that prioritises responsible and minimal use of energy, water and materials generally, minimises wastage, and otherwise engages and educates staff.

2 Principles

In the interests of optimising sustainable practices and minimising the environmental impacts of everyday business activities, ARA Group strives to:

- (a) efficiently use resources (particularly electricity, water and consumables);
- (b) adopt best practice energy management, providing energy efficient services and facilities;
- (c) reducing waste generation and minimising landfill waste;
- (d) recycle and reuse resources where possible;
- (e) reduce greenhouse gas emissions from vehicle fleets by encouraging less greenhouse intensive transportation options;
- (f) purchase sustainability friendly materials and energy sources;
- (g) undertake projects which provide a healthy working environment based on sustainable and energy efficient principles;
- (h) be transparent in reporting practices to the community and stakeholders;
- (i) incorporate carbon emissions and sustainability indicators within reporting mechanisms;
- (j) utilise sustainability indicators in decision making regarding purchases, business practices and facilities; and
- (k) provide training regarding the adoption of sustainability practices.


Edward Federman
Managing Director


Date

