

1. WHISTLEBLOWER POLICY

1. Introduction

- 1.1 Bega is committed to complying with all applicable laws and maintaining strong principles of corporate governance and ethical standards of conduct.
- 1.2 This commitment applies to all interactions with team members, contractors, customers, suppliers, the community, other stakeholders and the broader environment within which Bega operates.
- 1.3 This policy applies to the companies listed in [Appendix 1](#).
- 1.4 The definitions for this policy are set out in [Appendix 1](#) and a whistleblower flow chart is set out in [Appendix 2](#).

2. Objectives

- 2.1 The *Corporations Act 2001* (Cth) (**Corporations Act**) provides for protections for Eligible Whistleblowers in relation to certain disclosures of information (**Whistleblower Protection Scheme**).
- 2.2 The objectives of this Policy are to:
 - (a) facilitate an environment that permits Eligible Whistleblowers to speak up with the confidence that they will be protected and supported;
 - (b) explain what types of whistleblower disclosures are protected under the Corporations Act and the protections that apply;
 - (c) provide information as to how Whistleblower Disclosures will be handled;
 - (d) protect Eligible Whistleblowers from Detrimental Conduct and provide them with support;
 - (e) ensure that any reports of Misconduct or Improper State of Affairs or Circumstances are taken seriously and dealt with appropriately.
- 2.3 The *Tax Administration Act 1953* (Cth) includes similar protections relating to certain disclosures regarding tax avoidance behaviour and other tax issues (**Tax Whistleblower Scheme**). Further information about those protections can be found [here](#). The Whistleblower Protection Officer under this policy is also an eligible recipient for the purpose of protected disclosures under the Tax Whistleblower Scheme.

3. Scope of the Whistleblower Protection Scheme

- 3.1 A disclosure will qualify for protection under the Whistleblower Protection Scheme if it is a report of Misconduct or Improper State of Affairs or Circumstances made by an Eligible Whistleblower to an Eligible Recipient, or otherwise in accordance with the Corporations Act.
- 3.2 Disclosures may also be made to a legal practitioner for the purpose of obtaining legal advice or legal representation in relation to the operation of the whistleblower provisions of the Corporations Act.
- 3.3 Persons who make disclosures without reasonable grounds (for example, made intentionally falsely or for improper or ulterior reasons) may be subject to disciplinary

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- action and other appropriate consequences.
- 3.4 Eligible Whistleblowers who become aware of Misconduct or Improper State of Affairs or Circumstances are encouraged to make a report to an Authorised Recipient or another Eligible Recipient within Bega.
- 3.5 This Policy and protections under the Corporations Act do not apply to reports of personal work-related grievances.
- 3.6 Disclosures may be made anonymously. Anonymous disclosures can also attract the operation of this policy including the protections afforded to Whistleblowers.
- 3.7 This policy is designed to complement Bega's *Code of Conduct* and other corporate governance policies.

4. Who is an Eligible Whistleblower?

- 4.1 The following persons are capable of being an Eligible Whistleblowers:
 - (a) an officer of a Bega Entity;
 - (b) a team member of a Bega Entity;
 - (c) an individual who is an associate of a Bega Entity;
 - (d) an individual who supplies goods or services to a Bega Entity (whether paid or unpaid) or an employee of a supplier of goods or services to a Bega Entity (whether paid or unpaid).
- 4.2 An Eligible Whistleblower also includes an individual who:
 - (a) previously held any of the positions or functions in clause 4.1; or
 - (b) is a relative, dependent or spouse of an individual set out in clause 4.1.

5. What is Misconduct or Improper State of Affairs?

- 5.1 **Misconduct or Improper State of Affairs or Circumstances** means information which an Eligible Whistleblower has reasonable grounds to suspect concerns misconduct or an improper state of affairs or circumstances in relation to a Bega Entity (or its officers or employees).
- 5.2 Misconduct or Improper State of Affairs or Circumstances can include information concerning suspected conduct which constitutes an offence against, or in contravention of, a provision of any of the following:
 - (a) the Corporations Act;
 - (b) the Australian Securities and Investment Act 2001 (Cth);
 - (c) the *Banking Act 1959* (Cth);
 - (d) the Financial Sector (Collection of Data) Act 2001 (Cth);
 - (e) the Insurance Act 1973 (Cth);
 - (f) the Life Insurance Act 1995 (Cth);
 - (g) the National Consumer Credit Protection Act 2009 (Cth);
 - (h) the Superannuation Industry (Supervision) Act 1993 (Cth); or

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- (i) an instrument made under any of the laws set out in the preceding subclauses;
or which:
- (j) constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more;
- (k) represents a danger to the public or the financial system; or
- (l) is relevantly prescribed for the purposes of the Corporations Act.

This may include:

- (a) fraud or fraudulent activity, or corrupt or unlawful behaviour;
- (b) misleading or deceptive conduct, including conduct or representations which amount to improper or misleading accounting or financial reporting practices;
- (c) anti-competitive behaviour;
- (d) insider trading;
- (e) serious and mismanaged conflicts of interest;
- (f) conduct endangering the health and safety of any person, which has been reported to management but not acted upon which is not a personal work-related grievance; and/or
- (g) conduct creating a significant danger to the environment.

5.3 The protections under the Whistleblower Protection Scheme will still apply in circumstances where the alleged Misconduct or Improper State of Affairs or Circumstances has not occurred, provided the eligible whistleblower had reasonable grounds to suspect that it had.

Personal work-related grievances

5.4 A disclosure does not qualify for protection under the Whistleblower Protection Scheme to the extent that the information disclosed concerns a personal work-related grievance of the discloser.

5.5 A disclosure does not qualify for protection under the Whistleblower Protection Scheme to the extent that the information disclosed concerns a personal work-related grievance of the discloser.

5.6 A disclosure is a **personal work-related grievance** if:

- (a) the information concerns a grievance about a matter relating to the discloser's employment, or former employment, having (or tending to have) implications for the discloser personally; and
- (b) the information:
 - (i) does not have significant implications for Bega that do not relate to the discloser; and
 - (ii) does not concern conduct, or alleged conduct which:
 - A. constitutes an offence against, or a contravention of, a provision of any of the following:

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- Corporations Act;
 - the Australian Securities and Investment Act 2001 (Cth);
 - the Banking Act 1959 (Cth);
 - the Financial Sector (Collection of Data) Act 2001 (Cth);
 - the Insurance Act 1973 (Cth);
 - the Life Insurance Act 1995 (Cth);
 - the National Consumer Credit Protection Act 2009 (Cth);
 - the Superannuation Industry (Supervision) Act 1993 (Cth); or
 - an instrument made under any of the laws set out in the preceding subclauses;
- B. constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more; or
- C. represents a danger to the public or the financial system.

5.7 Examples of a personal work-related grievance include:

- (a) an interpersonal conflict between the discloser and another team member;
- (b) concerns regarding a decision relating to the employment, transfer or promotion of the discloser;
- (c) concerns regarding a decision relating to the terms and conditions of employment of the discloser;
- (d) concerns regarding a decision to suspend or terminate the employment of the discloser, or otherwise to discipline the discloser.

6. Making a Report

6.1 For the protections under the Whistleblower Protection Scheme to apply, a disclosure must be made to an Eligible Recipient.

6.2 Eligible Recipients include:

- (a) an Authorised Recipient;
- (b) an officer of the Bega Entity;
- (c) an auditor, or a member of an audit team conducting an audit, of the Bega Entity;
- (d) an actuary of the Bega Entity;
- (e) the Australian Securities and Investments Commission (**ASIC**);
- (f) the Australian Prudential Regulation Authority (**APRA**);
- (g) any other Commonwealth authority relevantly prescribed under the Corporations Act.
- (h) Bega encourages disclosures to be made to an Authorised Recipient.

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Authorised Recipients

6.3 Bega's Authorised Recipients are:

- (a) its Whistleblower Protection Officer set out in clause 6.4 below; and
- (b) Bega Your Call Whistleblower Service
Phone: 1300 913 271
Email: begadisclosures@yourcall.com.au
Mail: Bega Your Call Locked Bag 7777 Malvern VIC 3143

Disclosures made to Bega Your Call Whistleblower Service will be provided to the relevant Whistleblower Protection Officer or if the disclosure relates to the Whistleblower Protection Officer, the disclosure will be provided to an officer of Bega.

6.4 Bega's Whistleblower Protection Officer is Jacqueline Scarlett, or in her absence, Brett Kelly:

Name	Position	Phone	Email
Jacqueline Scarlett	Group General Counsel	(03) 9243 5296	Jacqueline.Scarlett@bega.com.au
Brett Kelly	Company Secretary	(02) 6491 7712	Brett.Kelly@bega.com.au

7. Investigation of Disclosures

7.1 Disclosures will be investigated by a Whistleblower Investigation Officer within a reasonable period, assuming the Eligible Whistleblower can be contacted (including through anonymous channels).

7.2 The Whistleblower Investigation Officer may be:

- (a) any team member of Bega appropriately skilled to investigate the disclosure as determined by the Whistleblower Protection Officer;
- (b) the Investigations Division of the Your Call Whistleblower Service; or
- (c) an external investigator.

7.3 Bega will assess disclosures to determine whether:

- (a) they fall within the Whistleblower Protection Scheme; and
- (b) an investigation is required – and if so, how that investigation should be carried out.

7.4 Generally, if an investigation is required, Bega will determine:

- (a) the nature and scope of the investigation;
- (b) who should lead the investigation – including whether an external investigation is appropriate;
- (c) the nature of any technical, financial or legal advice that may be required to support the investigation; and
- (d) the anticipated timeframe for the investigation.

7.5 Where practicable, Bega will keep the Eligible Whistleblower informed of the steps taken or to

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be taken (or if no action is to be taken, the reason for this), and provide appropriate updates, including about the completion of any investigation. However, the extent of the information provided, or whether it will be provided at all, will be subject to applicable confidentiality considerations, legal obligations and any other factors Bega considers relevant in the particular situation.

- 7.6 Bega may not be able to undertake an investigation, or provide information about the process if:
- (a) it is not able to contact the Eligible Whistleblower, for example, if a disclosure is made anonymously and has not provided a means of contact; or
 - (b) the Eligible Recipient who has received the disclosure determines that an investigation cannot be undertaken without disclosing the identity of Eligible Whistleblower and the Eligible Whistleblower does not consent to their identity being disclosed.

8. Other Protected Disclosures

Public Interest Disclosure

- 8.1 An Eligible Whistleblower may make a 'Public Interest Disclosure' of a report of Misconduct or Improper State of Affairs or Circumstances to a member of the Parliament of the Commonwealth, a State or a legislature of Territory, or a journalist if:
- (a) at least 90 days has passed since an Eligible Whistleblower made a disclosure of Misconduct or Improper State of Affairs or Circumstances to ASIC, APRA or another Commonwealth authority that is relevantly prescribed under the Corporations Act; and
 - (b) the Eligible Whistleblower does not believe, on reasonable grounds, that action is being taken, or has been taken, to address the Misconduct or Improper State of Affairs or Circumstances; and
 - (c) the Eligible Whistleblower has reasonable grounds to believe that making a further disclosure of the information in accordance with this clause would be in the public interest; and
 - (d) after the end of the 90 day period referred to above, the Eligible Whistleblower gave to the body they had given their previous disclosure a written notification which included sufficient information to identify the previous report of Misconduct or Improper State of Affairs or Circumstances, and stated that the Eligible Whistleblower intended to make a Public Interest Disclosure; and
 - (a) the extent of the information disclosed is no greater than necessary to inform of the Misconduct or Improper State of Affairs or Circumstances.

Emergency Disclosure

- 8.2 An Eligible Whistleblower may make an 'Emergency Disclosure' to a member of the Parliament of the Commonwealth, a State or a legislature of Territory, or a journalist if:
- (b) the Eligible Whistleblower made a report of Misconduct or Improper State of Affairs or Circumstances to ASIC, APRA or another Commonwealth authority that is relevantly prescribed under the Corporations Act;

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- (c) the Eligible Whistleblower has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment;
- (d) after the Eligible Whistleblower's report referred to in subclause (a), the Eligible Whistleblower then gave written notification to the body who received that previous report including sufficient information to identify the previous report of Misconduct or Improper State of Affairs or Circumstances and stating that the Eligible Whistleblower intends to make an Emergency Disclosure; and
- (e) the extent of the information disclosed is no greater than necessary to inform of the substantial and imminent danger associated with the Misconduct or Improper State of Affairs or Circumstances.

9. Protections Available to Eligible Whistleblowers

- 9.1 Important protections apply to eligible whistleblowers who report disclosable matters in accordance with the Whistleblower Protection Scheme outlined in this policy.
- 9.2 Bega takes contraventions of these protections seriously and may take disciplinary action against a team member for doing so. Team members and other individuals covered by this policy are encouraged to raise any concerns regarding contraventions of this policy with the Whistleblower Protection Officer or a member of Bega's human resources team. Civil and criminal sanctions may also apply for breaches of these protections.

Confidentiality and protection of identity

- 9.3 Strict confidentiality obligations apply in respect of any disclosures that qualify for protection under the Whistleblower Protection Scheme.
- 9.4 Unless the Eligible Whistleblower consents, it is illegal for a person to disclose an Eligible Whistleblower's identity or any information that may lead to their identification (subject to the exceptions set out below).
- 9.5 Bega is committed to ensuring the confidentiality of Eligible Whistleblowers. There may be some circumstances when Bega may ask Eligible Whistleblowers to consent to the disclosure of their identity - or information that may lead to their identification. This consent may be needed to appropriately investigate and resolve the matter and/or prevent the disclosable matter occurring again. An Eligible Whistleblower is not obliged to provide this consent.
- 9.6 If an Eligible Whistleblower does not consent to their identity being disclosed, it will still be lawful to disclose their identity to:
 - (a) ASIC,
 - (b) APRA;
 - (c) the Australian Federal Police (AFP);
 - (d) a legal practitioner for the purposes of obtaining legal advice or legal representation about the disclosure; or
 - (e) to a person or body relevantly prescribed under the Corporations Act.
- 9.7 It will also be lawful to disclose information that may lead to the identification of the individual if this is reasonably necessary for the purpose of investigating the disclosure (provided the *creating great food for a better future*)

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Eligible Recipient takes all reasonable steps to reduce the risk that the Eligible Whistleblower will be identified as a result of the disclosure).

- 9.8 If an Eligible Whistleblower is concerned that these confidentiality obligations have been breached, they can lodge a complaint with the Whistleblower Protection Officer, a member of the Bega human resources team or a regulator such as ASIC for investigation.

Protection against detriment

- 9.9 The protections also make it unlawful for a person to engage in conduct against another person that causes or will cause a detriment
- (a) in circumstances where the person believes or suspects that the other person or a third person made, may have made, proposes to make or could make a qualifying disclosure; and
 - (b) if the belief or suspicion held by that person is the reason or part of the reason for their conduct.
- 9.10 Threats to cause detriment will also be unlawful if the person making the threat intended to cause fear that a detriment would be carried out or was reckless as to whether the person against whom it was directed would fear the threatened detriment being carried out.
- 9.11 Threats may be express or implied, conditional or unconditional. A person who has been threatened in relation to a disclosure or potential disclosure does not have to actually fear that the threat will be carried out.
- 9.12 The meaning of 'detriment' is very broad and includes:
- (a) dismissing an employee;
 - (b) injuring an employee in their employment;
 - (c) altering an employee's position or duties to their disadvantage;
 - (d) discriminating between an employee and other employees;
 - (e) harassing or intimidating a person;
 - (f) harming or injuring a person;
 - (g) damaging a person's property, reputation, business or financial position; and
 - (h) any other damage to a person.
- 9.13 However, the protection against detrimental conduct does not include actions such as:
- (i) administrative action that is reasonable for the purpose of protecting a person from detriment (e.g. moving an Eligible Whistleblower who has made a disclosure about their immediate work area to another office to prevent them from detriment); and
 - (j) managing an Eligible Whistleblower's unsatisfactory work performance, if the action is in line with Bega's performance management framework.
- 9.14 If a person believes they have suffered detriment they can lodge a complaint with the Whistleblower Protection Officer, a member of the Bega People & Capability team or a regulator such as ASIC for investigation. An Eligible Whistleblower can also seek their own independent legal advice.

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Protection against civil, administrative and criminal liability

- 9.15 An Eligible Whistleblower is protected from any civil liability, criminal liability, administrative liability (including disciplinary action) for making a disclosure which is protected by the Whistleblower Protection Scheme, and no contractual or other remedy may be enforced or exercised against the Eligible Whistleblower on the basis of a protected disclosure. Further, the information is not admissible in evidence against the person in criminal proceedings or in proceedings for the imposition of a penalty, other than proceedings in respect of the falsity of the information.

Other protections

- 9.16 Courts are given broad scope to make orders remedying a detriment or threatened detriment. These include injunctions, compensation orders (including against individuals and companies), reinstatement, exemplary damages and the making of apologies. Civil and criminal sanctions may also apply to breaches of the Whistleblower Protection Scheme.

Support and fair treatment

- 9.17 Bega is committed to transparency and to building an environment in which people feel free to raise legitimate issues relating to Bega's operations. Bega is also committed to protecting Eligible Whistleblowers from detriment.
- 9.18 When a disclosure is made which is protected under the Whistleblower Protection Scheme, Bega will reiterate the requirements of this policy to relevant individuals to ensure the protections are not undermined.
- 9.19 Disciplinary action up to and including dismissal may be taken against any team member who causes or threatens to cause any detriment against an Eligible Whistleblower.
- 9.20 In addition, Bega's usual Employee Assistance Program (EAP) services are available to all team members making or affected by a disclosure, should they require that support.
- 9.21 If the disclosure mentions or relates to team members of Bega other than the Eligible Whistleblower, Bega will take steps to ensure that those individuals are treated fairly. Typically, this would include giving those persons an opportunity to respond to the subject matter of the disclosure to the extent reasonably practicable taking into account the confidentiality obligations under the Whistleblower Protection Scheme and applying principles of procedural fairness.

Vexatious disclosures

- 9.22 A discloser will only be protected under the Whistleblower Protection Scheme if they have objectively reasonable grounds to suspect that the information that they disclose concerns misconduct or an improper state of affairs or circumstances or other conduct falling within the scope of the Whistleblower Protection Scheme.
- 9.23 The protections under the Whistleblower Protection Scheme will not extend to vexatious complaints. If any investigation of a disclosure demonstrates that it was not made on objectively reasonable grounds, it will not be protected.
- 9.24 Depending on the circumstances, it may be appropriate for Bega to take disciplinary action against any person who does not have objectively reasonable grounds for their disclosure. In the case of a team member, such action may include the termination of employment.

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10. Breach of Policy

- 10.1 In the case of a team member, breach of this policy will be considered misconduct and may lead to disciplinary action up to and including termination of employment. In the case of other individuals, a breach of the policy may result in other actions as determined by Bega.
- 10.2 An individual who breaches the protections afforded by the Whistleblower Protection Scheme may also be subject to civil or criminal action.

11. Policy Implementation

- 11.1 This policy and the contact details of the Whistleblower Protection Officer and the Your Call Whistleblower Service will be prominently displayed and circulated throughout the business and publicised to customers, suppliers and other stakeholders.
- 11.2 A copy of this policy will be made available on the Bega intranet and website.

12. Internal Reporting and Compliance

- 12.1 Subject to confidentiality and privacy considerations, the Whistleblower Protection Officer will table quarterly reports at each Risk and Sustainability Committee meeting under a standard agenda item regarding governance oversight.
- 12.2 All material breaches of this policy will be reported immediately to the Risk and Sustainability Committee. These breach reports are also reviewed by the Audit Committee and the Board.
- 12.3 This policy will be periodically reviewed and varied if necessary.

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2. APPENDIX 1

1. Scope of this Policy

Refer to clause 1.1 of this Policy:	
Bega Cheese Limited	Malanda Dairyfoods Pty Limited
Bega Dairy and Drinks Services Pty Ltd	BDD Foods Pty Ltd
Tatura Milk Industries Pty Ltd	BDD Milk Pty Ltd
Peanut Company of Australia Pty Ltd	Berri Pty Limited
Bega Dairy and Drinks Pty Ltd	Dairy and Drinks Singapore Pte. Ltd
Blowflex Mouldings Pty Ltd	Berri Asia Sdn Bhd
Shanghai Great Lion Food & Beverages Management Co. Ltd	

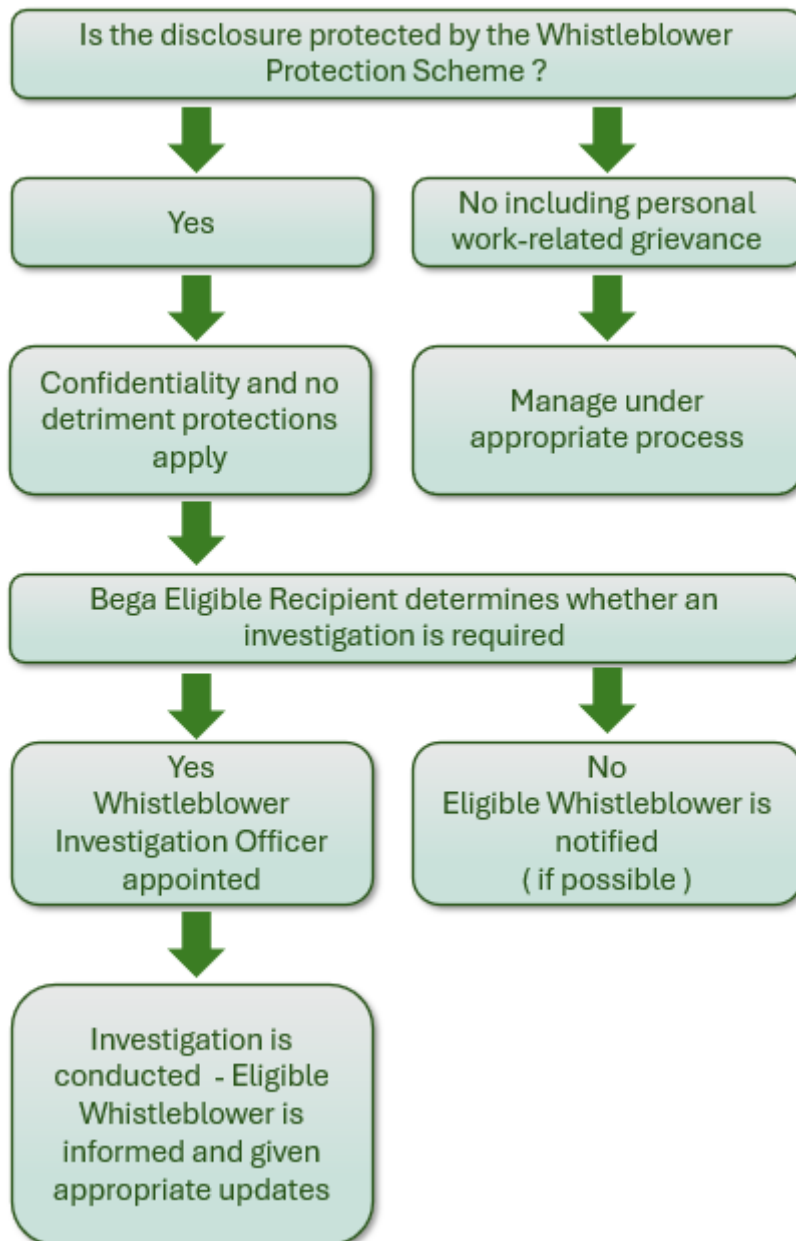
2. Definitions for this Policy

Refer to clause 1.4 of this Policy:	
Term	Definition
Bega	means each entity listed at paragraph 1 of this Appendix.
Bega Entity	means each entity listed at paragraph 1 of this Appendix and their respective related bodies corporate.
team member	means an employee of any of the companies listed in paragraph 1 of this Appendix.

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3. APPENDIX 2



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