

COMPANY POLICY

Introduction

This Policy Handbook sets out SPARK GLOBAL LOGISTICS PTY LTD's (**Company**) policies with respect to your employment. The policies in this handbook apply to all employees, and other workers as applicable and must be complied with at all times.

Please note that this handbook does not form part of your contract of employment or give rise to any contractual rights. The policies and procedures outlined in this handbook may be changed, modified, suspended or cancelled at any time at the sole discretion of the Company.

For more information or for clarification about any part of this Handbook, please contact Accounts Department (accounts@sparkgl.com.au).

Included in this handbook are the Company's:

1. IT Policy
2. Drug and Alcohol Policy
3. Anti-Discrimination Policy
4. Harassment and Bullying Policy
5. Grievance Policy
6. Poor Performance and Misconduct Policy
7. Performance Management Policy
8. Work Health and Safety (WHS) Policy
9. Employee Privacy Policy
10. Social Media Policy
11. Workplace Surveillance Policy
12. Leave Policy
13. Conflict of Interest Policy
14. Return to Work (Managing Injury) Policy
15. Acceptable Use Policy
16. Modern Slavery Policy
17. Employee Exit Policy
18. Expense Claim Policy
19. Cybersecurity Policy
20. Use of Company Property Policy
21. First Aid Policy

1. IT Policy

1.1. About

This policy sets out the Company's policy in relation to using and accessing its computer systems, including the internet and email. This policy applies at all times, including when you are working at home, at a client's premises or at any other place.

1.2. Use of IT resources and surveillance

- (a) Any email use, internet use or voice communication content must not be detrimental to, nor adversely affect, the reputation or operations of the Company, its employees or customers. Employees are responsible and accountable for their email use, internet use and voice communications, including the content of these.
- (b) Any social media use in a personal capacity must also not be detrimental to, nor adversely affect, the reputation or operations of the Company, its employees or customers. You must not present or communicate on behalf of the Company on social media without the prior authorisation of the Company.
- (c) Any social media use in a work or personal capacity must comply with this policy.
- (d) All access to and usage of the Company's data, or any email or voice communications using company equipment or resources may be monitored or accessed by authorised employees. The Company also reserves the right to monitor, access and record internet usage and web browsing activity of all employees in the workplace or using company resources.

1.3. General Use

At all times, you must also comply with the following:

- (a) You may use the Company's IT resources for business use and reasonable personal use, provided that such use does not bring the company or its related entities into disrepute and is not contrary to this policy or to any applicable law. Personal use must be kept to a minimum and must not prevent you from properly performing your duties;
- (b) You must not use any of the Company's property or IT resources to deal with illegal, offensive or defamatory material including by creating, downloading, transmitting, forwarding, copying or saving illegal, offensive or defamatory material;
- (c) You must not use of the Company's property or IT resources to act in a manner that could expose the Company, staff members, customers or other related parties to loss or liability;

- (d) You must not use any of the Company's property or IT resources to bully, harass or discriminate against any person. This includes by sending defamatory, threatening or obscene messages to any person, distributing pornography or other offensive material and/or sending emails that denigrate or ridicule any person (whether or not a member of staff). Such behaviour will be treated as serious misconduct and result in disciplinary action which may include summary termination;
- (e) You must protect your email account including by keeping your password private, changing it regularly and not letting other people use it or know what it is. You should log off or lock your computer when leaving your computer for an extended period;
- (f) You must not represent your personal opinions as those of the Company; and
- (g) You must not send or disclose confidential or proprietary information belonging to the Company except as strictly necessary in the proper performance of your duties.

1.4. Security

- (a) The Company's information systems and data must be securely protected by passwords or other authentication methods. Employees with access to the Company's information systems and data are held responsible for the security and secrecy of their own passwords, or any other authentication verification data.
- (b) Passwords are not to be written or displayed in a public area, or shared in an email, or other form of electronic communication. Passwords or any other authentication verification tools or devices must never be shared, loaned or sold.
- (c) Employees must not act in a way that is detrimental to, or adversely affects, the safety and security of the Company's information systems.

1.5. Data Governance

- (a) Any data generated during business operations, or created by employees for any purpose that relates to the function of the Company's operations or for the Company's benefit, is the property of the Company.
- (b) All employees of the Company must ensure appropriate data handling procedures are followed to uphold the security and integrity of the Company's data. An employee's access to and usage of data should conform to the individual's job function and/or description.
- (c) Any data that is considered to be reasonably sensitive, vulnerable or subject to privileges should be securely encrypted. Release of data should be subject to authorisation by the Company in compliance with any confidentiality procedures.

1.6. Company-issued IT equipment

- (a) Company resources and equipment, including IT equipment is to be respected by employees. IT equipment includes but is not limited to company-issued phones,

laptops, tablets, and any other electronic equipment issued by the Company to employees. All IT equipment belongs to the Company and must be returned by the employee as soon as reasonably possible when requested by the Company.

- (b) All employees should take steps to secure IT equipment when such equipment is not in use, including when this is taken outside of the workplace.

2. Drug and Alcohol Policy

2.1. Policy

- (a) Employees are expected to maintain the highest professional standards when conducting Company business. The consumption of, or being under the influence of, alcohol during working hours, and the distribution, possession or use of illegal drugs, are detrimental to this goal.
- (b) Alcohol and substance abuse is a danger to the users, fellow employees and the general public. Such abuse impairs the health and judgment of the user and is a threat to the safety of others.
- (c) The Company is committed to providing an alcohol and drug free environment for all employees at all locations. Accordingly, all employees acknowledge that no alcohol is to be consumed or illegal drugs used by employees during their working hours, including meal breaks.

2.2. Guidelines

2.2.1. Alcohol

- (a) Reporting to work or working under the influence of alcohol is prohibited. Unauthorised consumption of alcohol during working hours or on Company premises is prohibited.
- (b) While it is a personal decision to lawfully use alcohol, it is essential that such use does not interfere with the official and safe performance of the individual's duties, or reduce the employee's dependability, or reflect on the employee or the Company.

2.2.2. Drugs

- (a) The manufacture, distribution, possession, disposition, sale, purchase or or use of illegal drugs by Company employees during working hours is prohibited.
- (b) An employee may not report to work, or perform work, while under the influence of any illegal drug. An employee may not report to work, or perform work, if judgment, coordination, or performance could reasonably become impaired during work due to the use of an illegal drug or substance.

2.3. Testing

2.3.1. Reasonable suspicion of alcohol or illegal drug use

- (a) Where there is reasonable suspicion that an employee is under the influence of alcohol or is using illegal drugs during working hours, the employee must cease work immediately.
- (b) Reasonable suspicion must be based on a reasonable and clearly definable belief that the employee is under the influence of alcohol or is using an

illegal drug on the basis of specified, contemporary physical, behavioural, or performance indications of probable alcohol or drug use.

2.3.2. Testing

- (a) In consultation with the employee, and the employee's nominated representative, the Company reserves the right to require the employee to participate in a drug or alcohol test. The Company may also require the employee to undertake counselling or rehabilitation before return to work is scheduled.
- (b) The presence of any detectable or observable amount of alcohol or drugs in an employee is prohibited, and any infraction of these rules will result in disciplinary action.

2.4. Employee assistance

- (a) The Company recognises that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery.
- (b) The intent of this policy is to offer a helping hand to those who need it. The Company will provide any necessary information to employees who suffer from such abuse, and referral to an appropriate treatment provider if treatment is required.
- (c) Personal or other leave may be made available for any incidental time required off work.
- (d) Arrangements to take appropriate leave will be made with the employee for any extended periods of time off work, based on the advice of a treatment provider and accompanied by a medical certificate.
- (e) Any information regarding an employee's condition will be treated in the strictest of confidence and in accordance with the *Privacy Act 1998* (Cth). No referrals will be made or information provided to other parties without the permission of the employee involved.

2.5. Further information

If you require further information, please speak with your manager.

3. Anti-Discrimination Policy

3.1. Purpose

- (a) The Company is committed to providing a workplace free of all forms of discrimination. It is an employee's right to be treated with dignity and respect and it is also the employee's responsibility to treat others the same way.
- (b) The Company is committed to meeting its legislative obligations relating to discrimination, and will take all reasonable, practicable steps to provide and maintain a working environment free from behaviours and actions that may be discriminatory.
- (c) An internal grievance resolution process assists employees to raise issues of concern, and all complaints will be treated confidentially, seriously and sympathetically. No employee will be penalised or disadvantaged as a result of raising any genuine concern or complaint.

3.2. Application of this policy

- (a) This policy applies to all activities, and people involved in those activities, that take place:
 - (i) on work premises;
 - (ii) elsewhere where activities are undertaken in the course of employment; and
 - (iii) at work-related activities, such as social functions.
- (b) The policy applies to employees, contractors, customers and visitors.

3.3. What is discrimination?

- (a) Discrimination occurs when a person is treated less favourably than another person as a result of that person's individual characteristics, or because that person belongs to a particular group.
- (b) Discrimination on the basis of the following characteristics is unlawful:
 - (i) race (including colour, nationality, religion, ethnic or ethno-religious origin);
 - (ii) sex (including marital status, pregnancy or potential pregnancy, breastfeeding);
 - (iii) sexuality (including sexual preference, gender identity, intersex status or homosexuality);
 - (iv) disability (including physical, psychiatric or intellectual disabilities);
 - (v) age;
 - (vi) illness or injury;
 - (vii) parental status or responsibilities as a carer; or
 - (viii) membership or non-membership of a union.

- (c) No employee is permitted to engage in discriminatory conduct in relation to treatment of other employees, contractors, customers and visitors, (including members of the public).
- (d) Discrimination can be either direct or indirect.

3.4. What should employees who have a complaint do?

- (a) The Company aims to resolve all complaints about discrimination which may arise at the workplace. The Company can only do this if employees inform the company about their complaints.
- (b) The Company aims to treat all complaints about discrimination seriously, quickly and as confidentially as is reasonably possible.
- (c) If you think you are being unlawfully discriminated against, you should not ignore the conduct, hoping it will go away. If you can, you should speak to the person responsible for the conduct and ask that person to stop. If you do not feel that you can do this, or it doesn't work, you should talk to your manager or Accounts Department.
- (d) Your manager or Accounts Department may be contacted at any time to discuss any complaint or enquiry. You may approach them for general advice or to discuss any issue.
- (e) The human resources department may also investigate complaints. Depending on what you want and on the nature of the complaint, it might be appropriate for the Company to make a formal determination about what has happened, and to make a decision about what the consequences should be.

3.5. Further information

If you require further information, contact your manager, or Accounts Department (accounts@sparkgl.com.au).

4. Harassment and Bullying Policy

4.1. About

- (a) The Company is committed to providing a workplace free of all forms of harassment and bullying, as prescribed by Commonwealth and state legislation. All workers have the right to be treated with dignity and respect, and are required to treat each other accordingly.
- (b) This policy applies to all employees and any other workers such as contractors engaged by the Company. It applies in the workplace, when you are working off-site and during any activity undertaken in the course of employment, including work-related events such as business trips, meetings, social events and training programs.
- (c) Any grievances raised under this policy will be treated seriously and as confidentially as possible. You will not be penalised or disadvantaged as a result of raising any genuine concern or complaint.

4.2. Harassment

- (a) Harassment is not permitted, and means any unwelcome behaviour which a reasonable person in the circumstances would find offensive, humiliating or intimidating. The fact that no offence was intended does not mean that harassment has not occurred. If the behaviour has the effect of being offensive, humiliating or intimidating, that is usually enough.
- (b) Harassment may occur as a single act, or as a series of incidents. It may be subtle or openly hostile and occur in private or public settings.
- (c) Examples of harassment may include, but are not limited to:
 - (i) swearing in the workplace;
 - (ii) gossiping about a person, or asking intrusive questions about another person's private life, including their religion, family or other matters;
 - (iii) constantly monitoring what someone else is doing, giving unsolicited or unreasonable criticism or 'nitpicking';
 - (iv) openly displaying pictures, graffiti or other written materials which might be offensive; and/or
 - (v) sending communications via phone, email or computer networks which may be threatening, abusive or offensive.

4.3. Sexual harassment

- (a) Sexual harassment means any unwelcome behaviour of a sexual nature which a reasonable person in the circumstances would find offensive, humiliating or intimidating. Such behaviour is unlawful and not permitted.
- (b) Examples of sexual harassment may include, but are not limited to:

- (i) sexual advances or requests for sexual favours;
- (ii) inappropriate or unsolicited physical contact, such as patting or pinching;
- (iii) sexual violence or indecent and/or sexual assault;
- (iv) public displays of nudity;
- (v) verbal comments or unwelcome questions about someone's appearance, dress or private life;
- (vi) lewd jokes or wolf whistling; and/or
- (vii) communications displaying offensive material or pornography, including posters, calendars or via email or mobile phone.

4.4. Bullying

- (a) Workplace bullying means repeated and unreasonable behaviour directed towards another person or group of people that creates a risk to health and safety, with:
 - (i) repeated behaviour referring to the persistent nature of such behaviour, which can be in reference to a range of actions over time; and
 - (ii) unreasonable behaviour referring to behaviour that a reasonable person would consider unreasonable in the circumstances. It includes behaviour that is victimising, humiliating, intimidating or threatening.
- (b) Such behaviour may be unlawful and is not permitted. Single incidents of such conduct may also present a risk to health and safety and will not be tolerated.
- (c) It may include obvious verbal or physical assault to very subtle psychological abuse and can include:
 - (i) physical intimidation or actions such as punching a person;
 - (ii) verbal abuse, threats, sarcasm or other forms of demeaning or intimidating language or communication;
 - (iii) psychological harassment;
 - (iv) excluding or isolating another person; and/or
 - (v) deliberate change of work duties, sabotaging another's work or placing unreasonable work demands on another person.

4.5. What is not workplace bullying?

- (a) Reasonable management action taken in a reasonable way is not bullying. Managers have a responsibility to conduct performance reviews, manage employees and to provide feedback on performance and work-related behaviour. On occasion, this may include negative review or comment which you may find uncomfortable, but will not amount to bullying or harassment.
- (b) Workplace bullying does not include:
 - (i) legitimate and relevant counselling, comments or advice relating to your performance or conduct at work; and/or

- (ii) discussion or counselling designed to assist you to meet performance targets.

4.6. Conduct that breaches this policy

- (a) The Company shall take appropriate disciplinary action against any employee who is responsible for, or engages in, any form of bullying or harassment behaviour.
- (b) It is also unlawful and against Company policy to victimise or otherwise disadvantage a person who alleges that they have been bullied or harassed. Any worker including an employee or contractor who victimises, threatens, intimidates or otherwise places at disadvantage a person who alleges they have been bullied or harassed will be subject to disciplinary action including, but not limited to dismissal.

4.7. What to do if you have a complaint

- (a) If you believe you have been bullied or harassed by another worker, please notify Accounts Department. If you do not feel comfortable discussing the behaviour with Accounts Department, you can contact Robert Mrencevski.
- (b) If it is safe to do so, you can also speak with the person responsible for the conduct in the first instance and ask them to stop. If this doesn't work, or you don't feel comfortable doing this, you can still notify the designated contact directly.
- (c) Your complaint will be investigated and if established, appropriate disciplinary conduct will be taken against the person engaging in unlawful conduct. Your complaint will be treated seriously, and we will respect and maintain your confidentiality and privacy as much as possible.
- (d) If you have any questions in relation to this policy please contact Accounts Department (accounts@sparkgl.com.au) or Robert Mrencevski (robertm@sparkgl.com.au) as appropriate.

5. Grievance Policy

5.1. Intent

The intent of this policy is to provide a process for the quick and effective resolution of workplace grievances. Grievance resolution is the process by which solutions are sought in response to an employee complaining or expressing concerns about (or perceptions of) problems in the workplace.

5.2. Scope

This policy applies to all employees of the Company.

5.3. Policy and procedures

5.3.1. General provisions

- (a) The Company has developed procedures for the resolution of complaints, grievances or problems raised by employees, where the complaints relate to work, the work environment or working relationships. These procedures emphasise a collegial approach to grievance resolution through informal procedures and mediation and are designed to lead to a prompt and fair resolution of difficult problems.
- (b) The Company and employees concerned are entitled to fair treatment in relation to these procedures.
- (c) While the parties to the grievance attempt to resolve the matter in accordance with this policy, work must continue as normal, other than with respect to bona fide health and safety issues, while the matter is being dealt with in accordance with this policy.

5.3.2. Policy not available for discrimination

Grievance procedures are not available in matters of discrimination, workplace bullying and harassment or victimisation, for which specific policies and complaint procedures apply.

5.3.3. Common problems

- (a) Where two or more employees believe that they have an identical or common problem, they may take action together and the matter will be dealt with as a single grievance.
- (b) Where the employee and the the Human Resources department agree, the time limits set out in this policy may be extended.

5.3.4. Other avenues of resolution

- (a) These procedures do not pre-empt, limit, or delay an employee or the Human Resources department the right to concurrently pursue other

avenues of resolution.

- (b) These procedures do not pre-empt, limit, or delay the right of the employee to enter into direct negotiations with the Company to resolve grievances or to address matters of mutual concern.
- (c) Where the employee and the Human Resources department agree, the grievance process may begin at stage 3 (see clause 5.5.3 of this procedure).

5.4. Informal grievance resolution

5.4.1. Attempt informal resolution first

- (a) Employees and the Company are encouraged to attempt informal grievance resolution prior to resorting to a more structured process.
- (b) This informal process does not require documentation. However, supervisors should make sufficient notes if they participate in the process.

5.4.2. Who should the employee contact?

- (a) Ideally, an employee raising a grievance should try to resolve the matter with the person against whom the grievance exists. Where the grievance is in relation to a process, and does not involve another person, the employee should involve the immediate supervisor. Either party to the grievance may choose to involve the supervisor to facilitate resolution at this informal level.
- (b) Where the matter is related to conditions of work (eg, workload), the employee should attempt to resolve the matter with the employee's supervisor, in consultation with the supervisor's manager. Where the supervisor is involved to facilitate resolution, the grievance may be lodged by the complainant verbally, or in writing. If in writing, it must be signed and dated.

5.4.3. Resolution process

Parties to the grievance should endeavour to:

- (a) amicably discuss the matter;
- (b) identify all perspectives of the issue at hand; and
- (c) come to a mutually agreeable conclusion.

5.4.4. Outcome of resolution process

- (a) A successful outcome to an informal grievance process consists of all parties having had an opportunity to present their stories, consensus by all on the decisions made and any provisions for resolution of the grievance. The parties should feel capable of work together in a professional capacity.
- (b) If resolution is not achieved at the informal stage because:
 - (i) the grievance is of a more complex nature;

- (ii) the parties believe the informal process is not appropriate; or
- (iii) the complainant feels uncomfortable about approaching the subject of the complaint,

then, formal grievance resolution should be undertaken.

5.5. Formal grievance resolution

Similar to the informal process, formal grievance resolution entails meetings and discussions between involved parties, facilitated and documented by management, to achieve grievance resolution.

5.5.1. Stage 1: Supervisor conciliation

Raising a grievance

- (a) In most instances, an employee who is raising a grievance (complainant) should first raise that grievance with the immediate supervisor (immediate supervisor). If the grievance is in relation to the immediate supervisor, the employee should raise the grievance with the supervisor's manager, and the process should escalate immediately to Stage 2: Management level conciliation.
- (b) The supervisor will determine the most appropriate process or intervention to manage a grievance. In making such determination, the nature of the grievance and the interests of all parties will be considered.

Lodgement of grievance

A formal grievance must be lodged in writing, containing sufficient information to allow the complaint to be assessed. The employee can access support from the immediate supervisor or manager or other person of the employee's choice to write the grievance documentation. It must be signed and dated. Where there is more than one complainant, each must sign the document.

Negotiation

- (a) The immediate supervisor should then discuss the matter with the parties and other relevant individuals and attempt to informally negotiate a satisfactory solution. The immediate supervisor may elect to have one-on-one discussions, or to arrange a meeting of the relevant parties, depending on the nature of the grievance.
- (b) The supervisor may involve the Human Resources department for consultation or to manage the grievance process, if the supervisor deems this appropriate.

Documentation

The immediate supervisor must take sufficient notes to identify the nature of the complaint and the outcome of the process. When the situation has been resolved, all documentation should be provided to the Human Resources department for record keeping.

Resolution

- (a) Resolution may include general discussion and conciliation, or may involve action such as staff training, changing office seating arrangements, transferring staff, or reallocating work responsibilities.
- (b) At the resolution stage of the grievance, the supervisor must ensure that all parties are advised of the outcome. This communication should, where possible, take place in person. It may be appropriate for such outcomes to also be documented in writing to all parties.
- (c) Where a grievance cannot be resolved in this stage, it is to be referred to the immediate supervisor's manager (manager), who should work to resolve the matter.

5.5.2. Stage 2: Management level conciliation

- (a) The grievance should be referred to the manager, who should work to resolve the matter. The same steps as Stage 1: Supervisor conciliation should be followed.
- (b) The manager must notify the Human Resources department immediately upon a grievance being progressed to stage 2.
- (c) The Human Resources department will be made available to provide advice to managers and employees involved in the grievance process.

5.5.3. Stage 3: Escalated conciliation

- (a) Where the grievance cannot be resolved at Stage 1: Supervisor conciliation or Stage 2: Management level conciliation, the manager involved in stage 2 must advise the complainant that the complaint will be referred to the Robert Mrencevski (robertm@sparkgl.com.au).
- (b) The manager must provide the Robert Mrencevski with all relevant documentation on the grievance, together with a written report signed and dated by the manager, outlining the steps that have already been taken to resolve the matter.
- (c) The Robert Mrencevski will consider a range of options to resolve the grievance and may involve external agencies, such as a qualified investigator or mediator or both, in this process.

- (d) The Robert Mrencevski has responsibility for managing the successful conclusion of this process.

5.6. Timeframe for grievance resolution

- (a) Grievances should be addressed in a timely manner.
- (b) Each stage should provide for a timeframe of at least 10 working days. The immediate supervisor should advise the parties to the grievance of the specified resolution timeframe at the commencement of the resolution process if it is to be longer than 10 working days. If an extension to the prescribed timeframe is required due to the complexity of a grievance, this must be negotiated and communicated to all parties.

5.7. Roles and responsibilities

5.7.1. Complainant

- (a) In electing to lodge a grievance, a complainant accepts the responsibility to seek and support resolution of the issue or issues, and to cooperate with the process. A complainant must be prepared to provide evidence of the assertions.
- (b) A complainant may withdraw a grievance at any time. Written grievances should be withdrawn in writing and the person responsible for that stage of the resolution process must be advised. All parties to the grievance will be advised by the immediate supervisor, manager or relevant department (as appropriate) that the grievance has been withdrawn.
- (c) The following rights apply to a complainant:
 - (i) the complainant must not be victimised for lodging a grievance;
 - (ii) the complainant must be able to nominate own witness or witnesses if there is an internal or external investigation into the complaint;
 - (iii) the complainant must have the right to seek the support and advice of a support person, occupational health and safety representative, friend or colleague; and
 - (iv) the complainant may have an interpreter present at an investigation interview if required.
- (d) If, at any stage of the grievance resolution process, the Company is satisfied that a grievance is frivolous, vexatious, misconceived or lacking in substance, the complaint may be dismissed. A finding that a complaint has been made frivolously or vexatiously may lead to disciplinary action against the complainant.

5.7.2. Subject of the complaint

- (a) The subject of the complaint must have a commitment to seek and support resolution of the issue or issues and cooperate with the process.
- (b) The following rights apply to the subject of the complaint:
 - (i) the subject of the complaint must not be victimised for being the subject of a grievance;
 - (ii) where some sense of culpability may be attached to the grievance, the subject of the complaint will be treated as innocent until proven otherwise;
 - (iii) the subject of the complaint is able to nominate own witness or witnesses if there is an internal or external investigation into the complaint;
 - (iv) the subject of the complaint must have the right to seek the support and advice of a support person, occupational health and safety representative, friend or colleague; and
 - (v) the subject of the complaint may have an interpreter present at an investigation interview if required.

5.7.3. Immediate supervisor

- (a) An immediate supervisor is responsible for:
 - (i) receiving the grievance (either written or verbal);
 - (ii) coordinating and facilitating the resolution of the grievance;
 - (iii) advising the parties of their rights, obligations and the process as outlined above;
 - (iv) communicating regularly with the parties on the process and progress of the grievance;
 - (v) maintaining an appropriate level of documentation which should be kept in a confidential file in secure storage;
 - (vi) notifying the Human Resources immediately upon a grievance being progressed to Stage 2: Management level conciliation;
 - (vii) ensuring that the grievance resolution timeframe is adhered to or, if this is not possible, an alternate timeframe is to be negotiated with all parties; and
 - (viii) ensuring that the principles of natural justice and procedural fairness are applied to the resolution of all employee grievances.
- (b) In relation to 7.3(a), above, each affected party must have the opportunity to answer, or otherwise deal with, any matter which is raised against that party. Where concerns relating to bias or conflict of interest are raised by a party to a grievance, the Company is obliged to consider the issues that have

been raised. The basis of the decision arising from consideration of the issues is to be communicated to the parties.

5.8. Confidentiality

- (a) Confidentiality means that, apart from the supervisor or manager involved, the only persons entitled to information about a grievance will be:
 - (i) the complainant;
 - (ii) the subject of the complaint; and
 - (iii) others to whom the matter may be referred as part of the resolution process.
- (b) When dealing with a grievance, immediate supervisors and managers must ensure that all parties are aware that confidentiality must be maintained at all times.
- (c) A breach of confidentiality may result in disciplinary action.

5.9. Documentation

The management and resolution of grievances must be documented appropriately.

Documentation should:

- (a) describe clearly and concisely the process;
- (b) describe clearly and concisely the grounds on which decisions have been made; and
- (c) be dated and signed by relevant parties.

5.10. Record keeping

All documentation associated with a grievance and a formal grievance resolution process will be kept in confidential files. These shall be kept separately from the personnel files of both the complainant and the subject of the complaint. Only when a complaint results in disciplinary action or involves substandard performance will any relevant grievance information be placed on a personnel file. If such documentation is to be placed on a personnel file, the immediate supervisor or manager must advise the employee.

5.11. Further information

If you required further information, please speak with your manager.

6. Poor Performance and Misconduct Policy

6.1. About

- (a) The Company expects all employees to show competence, care, good faith and compliance with instructions, policies and procedures in the performance of their duties and to conduct themselves in a manner which respects the rights and welfare of other employees of the Company.
- (b) Where an employee's work performance or conduct does not meet a satisfactory standard, an appropriate process of investigation and corrective action must be taken. The Company has a framework for managing the conduct and/or performance of employees that will be applied in compliance with relevant legislation, as well as the principles of natural justice and procedural fairness.
- (c) The purpose of the framework is to provide employees with a guide to the process which the Company may follow when dealing with instances of poor performance, unsatisfactory conduct and/or serious misconduct.
- (d) This process is a guide only, and the disciplinary process may vary depending on the severity of the misconduct, past behaviour, length of service and any other applicable factors. The framework might not be applied in all cases, and the Company reserves the right to vary the process to be more suited to the specific circumstances.

6.2. Dealing with poor performance and misconduct

- (a) The following is a guide to how poor performance and/or misconduct may be dealt with by the Company:
 - (i) Severity: Unsatisfactory conduct or poor performance
 - (A) 1st instance: Formal Verbal Warning
 - (B) 2nd instance: Written warning
 - (C) 3rd instance: Final written warning
 - (D) 4th instance: Termination
 - (ii) Severity: Misconduct
 - (A) 1st instance: Final written warning
 - (B) 2nd instance: Termination
 - (iii) Serious Misconduct
 - (A) 1st instance: Termination
- (b) The Company will make every effort to ensure that the process followed is a fair one, including consideration of your responses to any matters raised with you. This policy will assist in ensuring that there is clear guidance in place in the event of a

disciplinary hearing, and you are aware of your expected standards of performance and behaviour at the Company.

- (c) The Company will ensure that all disciplinary and performance matters are investigated adequately and that employees are given the opportunity to respond to any disciplinary or performance matters. In some instances, the Company may decide to suspend your employment, on full-pay, until the disciplinary or performance matters are resolved.

6.3. Examples of Unsatisfactory Conduct and/or Misconduct

- (a) The following is a guide to matters which the Company considers should be the subject of a performance or disciplinary process. This list is not exhaustive and the process may be applied to other conduct:
 - (i) unsatisfactory performance;
 - (ii) not following Company policies or procedures, including Work Health and Safety policies and procedures;
 - (iii) acting in a manner which may threaten the health or safety of yourself, other employees or any other individuals;
 - (iv) persistent lateness or absenteeism;
 - (v) not adequately devoting your time or attention to allocated work during your normal working hours;
 - (vi) negligence, damage, loss or unauthorised use of company property or failure to report any such negligence, damage, loss or use; and/or
 - (vii) if you are required to drive as part of your role, failure to report any driving limitations or loss of license.

6.4. Serious misconduct process and/or termination

- (a) If the Company is of the view that you may have engaged in serious misconduct, we will arrange a time to meet with you to discuss any alleged serious misconduct. You may choose to have a support person present during the meeting.
- (b) You will be informed that we are considering your immediate dismissal without notice for serious misconduct and the reason why. You will be provided with an opportunity to respond.
- (c) If, after considering your response to the alleged serious misconduct, we are satisfied that you have engaged in serious misconduct, your employment may be terminated immediately and without notice.
- (d) The following is a guide to matters which the Company considers as constituting serious misconduct. This list is not exhaustive and other conduct may also be considered serious misconduct:
 - (i) acts of unlawful discrimination, bullying or harassment;

- (ii) physical violence;
- (iii) deliberate destruction of Company property;
- (iv) being under the influence of drugs or alcohol at work;
- (v) theft or fraud; and/or any action which may cause significant risks to the health or safety of yourself, employees or any other individual.

6.5. Contact

If you have any questions about this policy, please contact Accounts Department (accounts@sparkgl.com.au).

7. Performance Management Policy

7.1. Purpose

- (a) The expects all employees to show competence, care, good faith and compliance with instructions, policies and procedures in the performance of their duties and to conduct themselves in a manner which respects the rights and welfare of other employees of the .
- (b) Where an employee's work performance does not meet a satisfactory standard, an appropriate process of investigation and corrective action must be taken. The action taken will conform to the relevant legislation and accord with the principles of natural justice and procedural fairness. is committed to ensuring that fair and effective systems exist for managing unsatisfactory work performance.

7.2. Application

This policy is applicable in the management of all employees of .

7.3. Managing unsatisfactory performance

- (a) Natural justice and procedural fairness
 - (i) The management of unsatisfactory performance requires the principles of natural justice and procedural fairness to underpin all actions undertaken by supervisors.
 - (ii) The principles of natural justice are that:
 - (A) all parties will have the right to be heard and judged without bias; and
 - (B) all issues will be investigated thoroughly and justly.
 - (iii) The principles of procedural fairness are that:
 - (A) the standards of work performance required will be made clear to the employee by documentation or during counselling;
 - (B) the employee will be made aware of the likely next steps if that satisfactory performance is, or is not, maintained;
 - (C) the employee will be afforded the right to be accompanied by a support person (or employee representative) at discussions or counselling interviews, at any level of the process; and
 - (D) when a complaint about performance is brought to the supervisor's attention by a third party, the substance of the complaint will be verified before any action is taken on the matter.
- (b) Responsibilities of supervisors
 - (i) These procedures do not replace the normal responsibilities of a supervisor to discuss work issues with employees, to ensure that employees have a

clear understanding of the work expected of them and to provide appropriate feedback on their performance.

- (ii) The emphasis should always be on early intervention and informal resolution of a problem, as opposed to a more formal intervention at a later time.
- (iii) Unless the matter is of a serious nature, the formal process of
 - (A) stage 1: managing for performance; and
 - (B) stage 2: managing unsatisfactory performance,should only be commenced when it becomes clear to the supervisor that a work performance problem has not been corrected through informal discussion between the supervisor and employee.
- (iv) Nothing in this policy precludes the from terminating the employment of an employee for unsatisfactory performance.

7.4. Stage 1: managing for performance

- (a) Overview
 - (i) This stage should be followed where informal discussions between the employee and the supervisor, about the employee's performance, have not been successful, and where there are ongoing concerns regarding the employee's performance.
 - (ii) While it is expected that the matter will be managed at the local level, the supervisor may discuss this part of the process with a more senior manager or with the human resources department.
- (b) Raising issues
 - (i) As soon as problems or concerns regarding the employee's performance appear, the supervisor should raise them with the employee.
 - (ii) When approaching the employee about the need to meet and discuss the employee's poor performance, the supervisor should:
 - (A) attempt to put the employee at ease;
 - (B) approach the employee respectfully and discreetly making sure that the employee is not humiliated or embarrassed in front of work colleagues;
 - (C) let the employee know, in advance, the purpose of the meeting; and
 - (D) invite the employee to bring a support person to the meeting.
 - (iii) A manager or supervisor may also invite a witness or representative from the human resources department to be present.

- (iv) The supervisor must provide the employee with clear evidence or examples to demonstrate that the employee's performance is unsatisfactory.
 - (v) The supervisor will ensure the employee knows what is required of the employee in the employee's work, and that the employee has the skills, resources and tools to do the job.
 - (vi) The supervisor must ensure that the employee understands the supervisor's expectations with respect to work performance and try to seek agreement from the employee around those expectations. The supervisor must ensure that these expectations are reasonable. Where the employee feels that the expectations are unreasonable, the supervisor must allow or opportunity for discussion.
 - (vii) The supervisor must explore the possibility of any personal problems, health problems or other factors that may be impinging on the employee's ability to perform the employee's work. The supervisor may consider suggesting the Employee Assistance Program (EAP) or other resources, if appropriate.
 - (viii) The supervisor must attempt to provide workable solutions and identify training and support requirements, where appropriate.
 - (ix) The supervisor must document the discussions with the employee, detailing areas of concern, mitigating factors, a defined and agreed period of time for improvement, and an improvement plan. A copy, signed by the employee, of the notes, is to be kept by the supervisor, and a copy given to the employee.
- (c) Monitoring performance
- (i) The supervisor must monitor the employee's performance.
 - (ii) The supervisor must meet with the employee as regularly as appears necessary, or as agreed.
- (d) Outcome of stage 1
- (i) If, after a reasonable amount of time, it appears that the employee has reached the agreed expectations, then the process will come to an end.
 - (ii) If, after a reasonable amount of time, it appears that satisfactory progress is not being made, the supervisor should liaise with the supervisor's manager or human resources department. A "reasonable amount of time" will vary depending on the nature of the job and the commitment of the employee to improving the employee's performance. It may be 4 weeks or it may be up to 2 or 3 months. The supervisor, in conjunction with the manager or human resources department, will determine if it is appropriate to move to stage 2: managing unsatisfactory performance, or continue with stage 1: managing for performance.

7.5. Stage 2: managing unsatisfactory performance

- (a) The first meeting
 - (i) The supervisor must advise the employee that the process is moving into stage 2: managing unsatisfactory performance and arrange for a meeting. Depending on the number of issues that need to be covered, this meeting may become a number of meetings.
 - (ii) At the meeting or meetings:
 - (A) the employee must be told in clear and precise terms exactly what is the concern with the employee's performance (for example, too many inaccuracies in production of reports).
 - (B) the supervisor will ask the employee to respond to each example raised, record and consider the responses, and, where responses require further investigation, investigations will be conducted and follow up on those matters will take place at a subsequent meeting.
 - (C) the supervisor may again investigate whether there is an underlying cause of the problems (personal, health or other), and may offer EAP assistance, but at the same time reiterate the standard of work required.
 - (D) the supervisor will consider whether the employee's responses excuse the performance issues and, if they do, consider other courses of action.
 - (E) if the supervisor considers the responses unsatisfactory, the supervisor must inform the employee that the responses do not justify the poor performance, and clearly specify the performance expectations that are required.
 - (F) the supervisor will advise the employee that the purpose of this process is to assist the employee to meet the performance expectations that have been discussed, and that failure to improve and achieve the required standards of performance will lead to disciplinary action.
 - (G) the supervisor will then explain that the performance will be reviewed within a specified time.
 - (iii) The supervisor will conclude the meeting(s) ensuring that:
 - (A) the employee clearly understands the issues that have been discussed and what is required of the employee; and
 - (B) an improvement plan has been mutually agreed (if possible) that meets both parties' needs.

- (iv) New matters should not be raised during this review period, unless considered of a serious nature.
- (b) Follow up from the first meeting
 - (i) Following the meeting, and preferably within 5 working days, the employee is provided with a letter, or record of meeting, confirming the matters discussed and a copy of the proposed improvement plan.
 - (ii) The improvement plan should include:
 - (A) the areas of concern;
 - (B) the performance standards to be met and how these will be assessed;
 - (C) any agreed training and development requirements; and
 - (D) the time frame for the process.
 - (iii) It is recommended that, in addition, a working review plan is used to document the feedback that will be provided to the employee at the regular review meetings. This may include the tasks set for the review period (that is, a week or a fortnight), the anticipated time required to complete the task, and feedback on the tasks.
 - (iv) The employee should sign a copy of the documentation to indicate receipt and that it is a true and accurate record of what was discussed between the parties. If the employee disagrees with the content of the document or wishes to make additional comments, the employee may provide a written statement in response. Any such additional documentation submitted by the employee must stay with the original record of meeting.
- (c) Regular review meetings
 - (i) The employee's performance is monitored on a regular basis as per the agreed timeframe in the improvement plan. Where necessary, documentation is reviewed by the supervisor with the employee present, to ensure that the employee understands the plan and the possible consequences of not meeting the supervisor's expectations.
 - (ii) Where the employee has met the supervisor's expectations, this will be confirmed in a letter stating that the process has been completed.
 - (iii) If there is no satisfactory improvement within the agreed timeframe, the employee is to be provided with a written warning outlining the areas of concern and the lack of improvement.
- (d) Final warning
 - (i) When the employee has been given a reasonable number of opportunities to improve performance and has not done so, a final counselling session will

- be conducted and a final warning issued.
- (ii) This step is to take place in consultation with the supervisor's manager or human resources department.
 - (iii) The final warning will again provide the employee with a specified period of time to improve performance, and the warning will advise that the consequences of failing to perform satisfactorily are understood.
 - (iv) If sufficient improvement has occurred, the review period will continue.
 - (v) If, after issuing a final warning, sufficient improvement has not occurred during the specified period, another meeting is to be held with the employee, the supervisor, and if necessary, the human resources department.
 - (vi) If the employee's response at the meeting is unsatisfactory as to why performance has not achieved the required standard, the supervisor will inform the employee that further disciplinary action or termination of employment, or both may follow. The supervisor will invite the employee to offer any mitigating circumstances as to why the employee's employment should not be terminated.
 - (vii) The supervisor must record and give consideration to matters raised by the employee, as well as factors including the employee's length of service and past record.
- (e) Disciplinary action
- (i) If the decision is to recommend disciplinary action or termination of the employee, the supervisor will consult with the supervisor's manager or the human resources department.
 - (ii) The supervisor, in consultation with the supervisor's manager or the human resources department, may decide to:
 - (A) extend the period of time for the improvement plan;
 - (B) reprimand or censure the employee;
 - (C) withhold an increment of salary, where applicable, for a period not exceeding 12 months; or
 - (D) terminate the employment.

7.6. Further information and advice

For further information, refer to other related policies or contact your manager or ().

8. Work Health and Safety (WHS) Policy

8.1. Policy statement

The Company and management recognise that the health and safety of all workers and third parties is of vital importance and is key to a successful business.

We aim to continuously maintain and improve the work environment to ensure that it is, so far as is reasonably practicable, safe for all workers and third parties and without risk to their health. The Company will endeavour to continuously improve health and safety in the workplace through consultation, the adoption and improvement of safe work practices, as well as increasing the awareness of health and safety obligations for management and all other workers.

The Company's WHS contact is Accounts Department (accounts@sparkgl.com.au).

8.2. The Company's responsibilities

The Company aims to:

- (a) provide and maintain a work environment (including equipment and systems of work) that is, so far as is reasonably practicable, safe for all employees and third parties and without risk to their health;
- (b) provide adequate facilities for the welfare of workers and other persons at work;
- (c) provide information, training, instruction and supervision as necessary to maintain a healthy and safe workplace;
- (d) monitor the workplace and the health and safety of workers to assist in preventing injury and illness;
- (e) communicate with senior management on a regular basis on any matters that concern the provision of a healthy and safe workplace; and
- (f) consult with workers on matters of work health and safety.

Managers, employees and other workers are responsible for ensuring the health and safety of themselves and others at work.

8.3. Duties of management

Specifically, managers, supervisors and other similar position holders are also required to:

- (a) keep updated on work health and safety matters;
- (b) understand the practices and the processes used by the Company to comply with its work health and safety duties;
- (c) ensure that the appropriate resources and processes are available to eliminate or mitigate any risks to health and safety of workers and third parties;
- (d) maintain adequate mechanisms for receiving, considering and acting on any information received regarding workplace incidents or hazards;

- (e) monitor workplace conditions and identify issues that need to be actioned to maintain a healthy and safe workplace, including any matters raised by other workers; and
- (f) consult workers on health and safety matters, and ensure that proper supervision and training is provided for a safe workplace.

8.4. Duties of employees

As an employee, your obligations are as follows:

- (a) you must take all reasonable steps at work to ensure your health and safety and the health and safety of others. This includes wearing and using all safety gear provided to you;
- (b) you must comply with any applicable codes of practice and all directions given to you in relation to WHS issues;
- (c) you must not engage in practical jokes or other conduct which may result in injury to others;
- (d) you must immediately notify your manager or supervisor if you become aware of any matter which you consider may affect the health or safety of employees or visitors to the Company;
- (e) you must immediately notify your manager or supervisor if you sustain a workplace injury or become aware that another worker has suffered a workplace injury; and
- (f) as soon as practicable after you have become aware of any potential hazard, have sustained a workplace injury, or have become aware that another worker has sustained a workplace injury, you must complete all relevant reporting forms to report the hazard and/or injury.

8.5. Duties of visitors and non-employees

If a person is not a worker, but attends the Company's premises, they must:

- (a) take reasonable care of their own health and safety;
- (b) take reasonable care that their actions or omissions do not adversely affect the health and safety of others, and
- (c) comply, so far as they are reasonably able, with any instructions that may be given by the Company regarding any health or safety matters.

All employees, other staff and visitors to the Company must comply with this policy. Failure to comply with this policy may result in disciplinary steps being taken including termination and may expose you and the Company to prosecution.

8.6. Reporting Accidents and Injuries

As per your duties as a worker, all accidents, injuries and 'near misses', whether they occur at work or while travelling to and from work, must be reported immediately to your

manager, or if that person is not available, to another person with management responsibilities. In addition:

- (a) Where there is a very minor injury which requires no treatment or first aid treatment only, a record should be made on the Register of Injuries;
- (b) Where an accident, injury or 'near miss' occurs that requires or has the potential to require medical treatment, it should be reported on the Incident or Hazard Report form as soon as possible, and no later than 24 hours after the event. The Company's workers compensation insurers will be notified of any injuries that may require compensation within 48 hours. The results of any investigations or corrective actions will also be summarised on the Incident or Hazard Report Form; and
- (c) If requested, you must also complete a Worker's Injury Claim Form and obtain a certificate of capacity from the treating doctor. Together with the Company's insurance company and the worker's treating doctor, a suitable return-to-work plan will be coordinated for any worker who requires it.

Reported incidents or hazards will be investigated by the Company promptly. We will identify the causes and assess any hazards that need to be controlled. Management will discuss the incident with you or any relevant workers to decide on suitable controls needed to eliminate or mitigate any risks in place.

8.7. Hazard and Risk Identification

The Company has processes in place to identify, assess and control workplace hazards along with measures to review those controls.

If a potential hazard is identified, the manager or worker should report the hazard or risk as soon as possible, regardless of how minor it may seem. Once identified, the severity of the hazard will be assessed and appropriate control measures will be implemented to eliminate or mitigate the hazard. The implemented control measures will be reviewed for effectiveness, and adjusted if necessary.

8.8. Emergency Evacuation Procedure

The Company and management will ensure that employees are familiar with the evacuation procedures and the location of any emergency exits.

In the event of an emergency that may impact the Company's premises or the safety of workers, appropriate instructions will be provided.

If an evacuation is announced, workers should leave the building immediately via the nearest emergency exit to the nearest evacuation assembly point, in accordance with the



premises' evacuation plan. At all times you should remain calm and do not run, panic or take any belongings with you while evacuating.

9. Employee Privacy Policy

9.1. About

- (a) The Privacy Act 1988 (Privacy Act) regulates the handling, holding, use, access and collection of personal information (including sensitive information) about individuals. Personal information is information or an opinion about an identified or reasonably identifiable individual.
- (b) The Company takes its obligations under the Privacy Act seriously when handling all personal information, including information about employees.
- (c) Personal information may be collected during your employment, including during the recruitment process.
- (d) Personal information can include details relating to your:
 - (i) recruitment, performance, discipline, resignation or termination;
 - (ii) terms and conditions of engagement;
 - (iii) personal contact details;
 - (iv) hours of work or remuneration;
 - (v) membership of a professional or trade association or trade union;
 - (vi) leave entitlements; and
 - (vii) banking, taxation or superannuation details.
- (e) We may also access or collect any computer, internet, phone, or other records or information that has been created or accessed during the course of your employment using company equipment or resources.
- (f) We may also collect information relating to your health or personal circumstances, where this is disclosed and relevant to your role, such as where a nominated treating doctor has disclosed restrictions on an employee's ability to perform certain tasks for their safety.

9.2. Management of records

- (a) The primary purpose for collecting this information is to maintain your employee records and adequately manage your employment circumstances, salary and superannuation details. We will only retain your personal information for as long as it is required for this reason, or where we are otherwise required to retain this information by law.
- (b) The Company will take all reasonable steps to ensure that any personal information collected is stored in a secure manner, regardless of whether it is collected or stored in electronic or paper format. We will ensure that such information is protected from unauthorised disclosure, and will only share such information for purposes related to the management of your employment circumstances, or where legally required to do so.

- (c) You may request access to, including correction where applicable, to any records regarding your employment, unless this would unreasonably impact on the privacy of others, or breach the Company's legislative obligations.

9.3. Employee Obligations

- (a) Employees must also take their obligations under the Privacy Act seriously.
- (b) You must ensure that you handle any employee or client personal information in accordance with the Privacy Act and do not disclose it unlawfully. This includes ensuring that any personal information you encounter during your employment is kept private and used only for a proper purpose.
- (c) If you have any questions about this policy or would like further information, please contact Accounts Department (accounts@sparkgl.com.au).

10. Social Media Policy

10.1. About

- (a) This policy applies to all Company employees and any other persons that may be identified as a worker of the company. This includes where your comments, postings or profile can identify you as an employee or other worker of the Company, irrespective of whether the Company is named, and occurring at any time, irrespective of whether you are using Company or personal computers, devices or equipment.
- (b) Activities on social media should be considered public. Despite the availability of privacy functions on social media, it is possible for content to be shared beyond intended recipients. This policy is for the mutual protection of the Company and its workers and is not intended to prevent, discourage or unduly limit expression of personal opinions or online activities.
- (c) Only an authorised representative may manage the Company's social media presence or post on the Company's behalf.
- (d) This policy covers, but is not limited to, the sites and services mentioned below, and is also intended to cover any other social media services that are developed in the future:
 - (i) social networking sites (e.g. Facebook, Instagram);
 - (ii) professional networking services (e.g. LinkedIn);
 - (iii) video and photo sharing websites (e.g. Youtube);
 - (iv) micro-blogging (e.g. Twitter);
 - (v) forums and discussion boards (e.g. Google Groups);
 - (vi) online collaborations (e.g. Wikipedia);
 - (vii) podcasting;
 - (viii) blogs including corporate blogs and personal blogs; and
 - (ix) blogs hosted by traditional media outlets.

10.2. Guidelines for appropriate use of social media

The Company expects that all of its employees and any other persons that may be identified as a worker of the Company will uphold the expected level of professional conduct and ethical behaviour when using social media. It is critical that employees of the Company exhibit a high standard of professional conduct to maintain public confidence in the Company's operations and reinforce the corporate values of transparency, accountability, respect and responsibility.

To protect your own and our reputation, you must adhere to the following guidelines:

- (a) think before you post/publish or share information through such sites;

- (b) be thoughtful and show respect for people with whom you interact;
- (c) be respectful of the opinions, cultures and beliefs of others;
- (d) be mindful that what you post/publish will be public for a long time and may be available even after you believe you have deleted it. Take care to protect your personal brand and your privacy and understand a platform's terms of service;
- (e) disclose any conflicts of interest that may arise from associations made through social media. This includes when a personal interest could be perceived as influencing the performance of your official duties and responsibilities;
- (f) if you post/publish material in your personal capacity where you could be identified as being associated with us, you should include a disclaimer such as "The posts on this site are my own and do not represent the positions, plans or opinions of my employer." Irrespective of any disclaimer, you are responsible for any contributions, comments or posts made to social media in a personal capacity.

You must not at any time:

- (a) publish or post material that may be reasonably considered to be offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, hateful, racist, sexist or homophobic;
- (b) publish or post material that infringes copyright, constitutes a contempt of court, breaches a court suppression order or is otherwise unlawful or in breach of your professional obligations; use or disclose proprietary, commercially sensitive or confidential information;
- (c) mention the names, employees, services provided by or work undertaken for any client, customer or supplier of the Company, or share any confidential or personal information obtained as a worker of the Company;
- (d) state or imply that you are authorised to speak on our behalf or state or give the impression that any views you express are the views of the Company, unless you are authorised to do so;
- (e) communicate information about the Company, unless you are authorised to do so;
- (f) comment negatively about the Company, including employment with the Company; and/or
- (g) respond defensively

10.3. Use of social media during work hours

- (a) Social media may only be used during breaks or outside of working hours, unless appropriate authorisation has been provided for work-related use, or use during working hours.
- (b) Any use of social media is not to impact on the effective performance of your role.

10.4. Contact

If you have any questions about this policy, please contact Accounts Department (accounts@sparkgl.com.au).

11. Workplace Surveillance Policy

11.1. Purpose

- (a) This policy, and its subsequent distribution to all current and new employees, is intended to meet the Company's obligations for notification of workplace surveillance of employees under the relevant legislation.
- (b) Surveillance implemented by the Company will only occur in accordance with the provisions of the relevant legislation, this policy and on the authority of the Accounts Department (accounts@sparkgl.com.au). Surveillance is used for the general security of the Company property and assets, operational needs and for the protection and safety of the Company employees and the general public.

11.2. Application

- (a) This policy applies to all workplace areas under the control and responsibility of the Company, where the surveillance may directly or indirectly monitor an employee, contractor, person performing voluntary work or any person authorised to undertake a function or activity while in the workplace.
- (b) A reference to employee for the purposes of this policy includes contractors, persons performing voluntary work without remuneration, reward or obligation and any person authorised to undertake a Company function or activity while in the workplace.

11.3. Overview of surveillance

11.3.1. Types of surveillance

The kind of surveillance to be carried out by the Company may include:

- (a) camera;
- (b) computer; and
- (c) tracking surveillance.

11.3.2. How the surveillance will be carried out

- (a) The Company will use overt cameras, email filters, internet monitoring software and devices, and tracking devices, and any other similar surveillance methods permitted by the relevant legislation, deemed appropriate, from time to time.
- (b) Audits of surveillance information may be conducted by the Accounts Department responsible for the surveillance information and the results will be provided to managers and directors.
- (c) If surveillance information is required at any other time by a manager or director, the manager or director must gain authority from the Accounts

Department to access that information for a specific purpose and an approved period.

11.3.3. Other information

- (a) The surveillance will be a combination of both continuous and intermittent, dependent upon the means of surveillance being used. The various means of surveillance covered by this policy will be ongoing.
- (b) Notification to employees of this policy will be in writing, or by email, which constitutes notice in writing for the purpose of complying with the relevant legislation.
- (c) Any new or upgraded software or computers will not require staff notification unless the new or upgraded software or computers is for a purpose other than that specified in this policy. The introduction of new or additional tracking devices shall be implemented in accordance with this policy.

11.4. Camera surveillance

11.4.1. Use of camera surveillance

- (a) Cameras will be used to monitor activities within the Warehouse and Outdoor area.
- (b) The Company may require designated areas to be under surveillance for operational, security or protection or safety reasons.
- (c) Information or knowledge secured or obtained as a result surveillance will not be used for any commercial purpose.
- (d) Cameras will be placed such that they are visible to people in the workplace.
- (e) Camera surveillance will not be carried out in change rooms, toilets, showers or other bathing locations.
- (f) Where the Company intends to introduce surveillance, employees working in the designated area or areas will be advised in writing or by email 14 days prior to its commencement, by their supervisors in accordance with the relevant legislation.
- (g) Where camera surveillance is proposed for safety reasons, such as remote work sites or hazardous work activities the Company will consult with the relevant employees, before commencing the camera surveillance.
- (h) The Company will erect visible signs informing people who enter or leave a workplace that camera surveillance is being carried out. The signs will state similar to the following: "Closed Circuit Television Cameras are in 24-hour operation in this building, complex or property".

11.4.2. System operations

- (a) The camera surveillance will be administered and managed by the Accounts Department in accordance with the principles and objectives expressed in this policy and the relevant legislation.
- (b) The camera surveillance system will be operated 24 hours each day, every day of the year.
- (c) In most cases, the surveillance will not be monitored live, but recordings will be examined if an incident is reported.

11.4.3. Use of recorded information

- (a) Camera surveillance information may be used by the Company as part of investigations for disciplinary purposes and as evidence during any disciplinary interviews in compliance with the Company's disciplinary procedures.
- (b) The camera surveillance information will only be used or disclosed for:
 - (i) legitimate employment or business purpose;
 - (ii) in connection with suspected corruption, illegal activity, maladministration, misuse of the Company's resources; or
 - (iii) imminent threat of serious violence to persons or substantial damage to property,in accordance with the relevant legislation.
- (c) Information recorded by camera surveillance:
 - (i) will be used properly in accordance with this policy, indexed, stored and destroyed after appropriate use;
 - (ii) may only be viewed by the Accounts Department, authorised staff, and the police;
 - (iii) which is required as evidence will be properly copied, with the copying and packaging witnessed before copies are released to the police;
 - (iv) will not be made available to the media for commercial or entertainment purposes; and
 - (v) will be disposed of securely by incineration after a period of 90 days.
- (d) Any breaches of this policy will be investigated by the Accounts Department. An independent investigation may be conducted for serious breaches.

11.5. Complaints

- (a) Any complaints about workplace surveillance including surveillance by camera should be addressed to the Accounts Department.

11.6. Further information



For further information please speak with your manager or the Accounts Department
(accounts@sparkgl.com.au).

12. Leave Policy

12.1. Annual leave

12.1.1. About

Annual leave, or holiday leave, is provided to employees in accordance with the National Employment Standards and any applicable modern award or enterprise agreement. Casual employees are not entitled to annual leave.

12.1.2. Procedure

Wherever possible, plan your annual leave in advance and consult your manager before making firm travel or other commitments. Approval of your leave application is subject to the operational demands of the Company and leave approval is ultimately at the discretion of your manager. The Company is not responsible for the costs of any holiday plans that are paid for before having your leave approved.

You must submit your application for annual leave to your manager in writing at least 1 day before you intend to take leave.

12.1.3. Direction to take annual leave and annual shut down

- (a) We may require employees to take annual leave in some circumstances including:
 - (i) if you have accrued what we consider to be excessive annual leave; or
 - (ii) for the purpose of having an annual close down of some or all of our business.
- (b) An annual or other temporary close down of our business may occur during the end of the year or another time of the year. Where reasonable, the Company will provide you with appropriate notice of this intention. During this time, you will be paid any accrued annual leave for this period where applicable. If you do not have enough accrued annual leave for this period, unpaid leave will apply.
- (c) Where the Company directs you to take leave due to excessive leave, we will usually try to provide reasonable notice such as one month, or in line with the applicable industrial instrument or overall circumstances.

12.1.4. Payment

- (a) Annual leave pay is processed as part of the Company's normal payroll cycle so you will continue to receive your pay as usual while you are on annual leave. Leave is not paid in advance unless specifically requested and authorised prior to going on leave.

- (b) Based on the terms of any employment agreement and any applicable industrial instrument, you may be eligible for an additional amount to be paid when you take annual leave.

12.2. Community service leave

12.2.1. About

- (a) Community service leave is provided to employees in accordance with the National Employment Standards and any applicable industrial instrument.
- (b) All employees, including casual employees may take community service leave for eligible activities relating to voluntary emergency management activities such as volunteering with the SES, or alternatively for jury duty. Such leave is unpaid except for jury duty.

12.2.2. Entitlement

- (a) Voluntary emergency management activity
 - (i) An employee will be participating in a voluntary emergency management activity if:
 - (A) it relates to assistance during a time of emergency or natural disaster provided on a voluntary basis; and
 - (B) the employee was requested to participate in the activity, or it is likely that a request would have been made if possible; and
 - (C) the employee is a member, or has a member-like association with a recognised emergency management body.
 - (ii) Recognised emergency management bodies are bodies designed to assist during a time of emergencies or natural disasters (as assigned by the Government), or a similar body that primarily responds to emergencies or natural disasters, including fire-fighting or rescue bodies. This may also include bodies such as the SES, or the RSPCA if assisting with wildlife rescue during a natural disaster.
- (b) Jury Duty
 - (i) Participation in jury duty also includes participation in the jury selection process.
 - (ii) Permanent full-time or part-time employees will be paid the difference between any jury duty payment received (excluding any expense-related allowances) and the base pay rate for the ordinary hours they would have worked, for the first 10 days of jury selection and/or jury duty ('make-up pay'). Casual employees do not receive make-up pay under the National Employment Standards, but may be entitled to payment depending on applicable state or territory laws.

- (iii) Your base rate of pay is your normal salary excluding any expense-related allowances, incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amount.

12.2.3. Procedure

- (a) Voluntary emergency management activity
 - (i) We require all employees, as a condition of taking community service leave, to notify their manager as soon as reasonably practicable of their intention to take leave.
 - (ii) When you apply for leave, you must advise of the period (or the expected period) for which you will be taking community service leave and provide any evidence to support your request for leave if requested.
 - (iii) To assist with operational requirements, you should also notify your manager if you may at some time qualify for community service leave as a voluntary member of an eligible emergency management organisation, or if you later join an eligible emergency management organisation on a voluntary basis.
- (b) Jury Duty
 - (i) All employees must notify their manager if they need to take leave for jury duty, along with the expected period of leave as soon as possible. You may be required to provide evidence showing the following before any make-up pay is provided:
 - (A) your attendance for jury selection and/or jury duty;
 - (B) evidence that you took all necessary steps to obtain jury duty pay; and
 - (C) the amount you will receive for jury duty.

12.3. Long service leave

12.3.1. About

- (a) Employees including certain casual employees may be eligible for long service leave after working an extended period of time with their employer.
- (b) Long service leave is provided to employees in accordance with the National Employment Standards and the relevant laws of the state or territory that you are employed. This is subject to any applicable award, enterprise agreement or industry specific portable long service leave scheme that may apply.

- (c) As an example, for any employees whose long service leave entitlements arise from the NSW Long Service Leave Act 1955, employees are entitled to 2 months (8.67 weeks) of paid leave after completing 10 years' service. A pro-rata entitlement also exists after 5 years, if the employee resigns as a result of illness, incapacity, or domestic or other pressing necessity. A pro-rata entitlement after 5 years also applies under NSW state legislation if the employee is terminated for any reason other than serious and wilful misconduct, or if the employee dies.

12.3.2. Entitlement

Long service leave should be taken as soon as reasonably practicable after you become entitled to it.

12.3.3. Procedure

We require all employees to submit an application to their manager as soon as practical of their intention to take long service leave after they are eligible.

12.4. Parental Leave

12.4.1. About

Parental leave is available for eligible employees who are expecting to give birth or who have been notified of a placement date for adoption of a child under 16 years old.

12.4.2. Entitlement

- (a) You may be eligible if you are a permanent employee who will have responsibility for the care of the child, with at least 12 months service prior to:
- (i) the expected date of birth of your child or your Partner's child; or
 - (ii) the date of placement for the adoption of a child under 16 years old.
- (b) Casual employees with at least 12 months regular and systematic service with a reasonable expectation of continuing work are also eligible to take parental leave in the above circumstances.
- (c) Each eligible member of a working couple may take a separate period of up to 12 months of unpaid parental leave. An employee may also extend this period by another period of up to 12 months (for a total of 24 months) unless the other member of the working couple has already taken 12 months of unpaid parental leave. A working couple refers to 2 employees who may be working at the same or different employers, and who are married or in a de facto relationship.

- (d) In the case of adoption, the Company recognises that there may be uncertainty around the timing of placement and encourages you to keep us informed of any changes to the date of placement and leave arrangements.

12.4.3. Procedure

- (a) Notice and Evidence Requirements
 - (i) You must provide notice of your intention to take parental leave in writing at least 10 weeks before taking the leave, or as soon as is reasonably practicable, to your manager. This notice should include the planned start and end dates for your leave.
 - (ii) You must also advise of any changes to the dates or timing of your leave at least 4 weeks before the leave starts. You should also advise your manager if you will also be receiving any payments under the government-funded paid parental leave scheme at least 4 weeks before going on leave.
 - (iii) The Company may request reasonable proof of the actual or expected date of birth or placement of a child under 16.
- (b) When only one employee takes unpaid parental leave

The following applies when only one member of a working couple (even if they work at different workplaces) takes unpaid parental leave:

 - (i) Leave must be taken in one continuous period;
 - (ii) For a pregnant employee, leave can start up to 6 weeks before expected date of birth, or earlier by mutual agreement with the Company.
 - (iii) For an employee who is not giving birth, leave starts on the date of birth, or the date of placement for an adoption.
 - (iv) Leave may commence any time within 12 months after birth or placement where:
 - (A) the employee has a spouse or de facto partner who is not an employee, and
 - (B) the spouse or de facto partner has responsibility for the care of the child.
 - (v) An extension of a further 12 months unpaid parental leave may be requested (for a total of 24 months), by submitting a written request at least 4 weeks before the end of the original 12 months of unpaid parental leave. The Company will respond to the request in writing within 21 days and will only refuse if there are reasonable business grounds for doing so and will provide you with the reasons if refused;

- (vi) Paid leave such as annual leave may also be taken at the same time.
- (c) When both members of a working couple take leave
The following applies when both members of a working couple take unpaid parental leave:
 - (i) A maximum of 24 months of unpaid parental leave may be taken between them, which should be taken at separate times in a single continuous period;
 - (ii) Leave may be taken at the same time by both members of a working couple (concurrent leave) for a maximum period of 8 weeks, within 12 months of the date of birth or placement of the child. Concurrent leave may be taken in one 8-week period, or in separate periods of at least 2 weeks, unless alternate arrangements have been agreed with your manager. Concurrent leave is unpaid and any such leave taken will be deducted from your unpaid parental leave entitlement of 12 months;
 - (iii) If the employee taking leave first is pregnant or gives birth, their leave may start up to 6 weeks before the expected date of birth, or before this period subject to agreement with your manager;
 - (iv) If the employee taking leave first is not giving birth, leave must start on the date of birth or placement of the child;
 - (v) Paid leave such as annual leave may also be taken at the same time.
- (d) Paid Parental Leave entitlements
 - (i) You may also be entitled to 18 weeks' Government-funded Parental Leave Pay or 2 weeks' Dad and Partner Pay. This does not extend the time of any unpaid parental leave available.
 - (ii) Contact Services Australia to find out if you are eligible and to apply for these payments.

12.5. Personal/Carer's Leave

12.5.1. About

Personal/carer's leave is an entitlement that may be used for either personal illness or injury (known as sick leave) or to care for and support a member of your immediate family (carer's leave).

12.5.2. Entitlement

- (a) Permanent full-time employees are entitled to a total of 10 days paid personal/carer's leave or a pro rata proportion for periods of less than a

year's service. Permanent part time employees are entitled to a pro rata proportion of paid personal/carer's leave.

- (b) Casual employees are entitled to unpaid personal/carer's leave.
- (c) Personal/carer's leave is cumulative but will not be paid out or taken as paid leave upon termination under any circumstances.

12.5.3. Procedure

- (a) You should give as much notice as practicable when taking any personal/carer's leave, including the expected length of your absence. Employees must, where possible, advise their manager of their absence as soon as possible.
- (b) You are required to supply your manager with a medical certificate or other reasonable proof as soon as possible if required or requested by the Company.
- (c) Where a medical certificate or statutory declaration is required but not supplied, the Company may decline to make a personal/carer's leave payment.

12.6. Compassionate Leave

12.6.1. About

Compassionate leave is provided to employees in accordance with the National Employment Standards and any applicable modern award or enterprise agreement.

12.6.2. Entitlement

- (a) Permanent and casual employees are entitled to 2 days' compassionate leave for each occasion when an Immediate Family Member or Household Member:
 - (i) contracts or develops a personal injury that poses a serious threat to their life;
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) Compassionate leave may be taken in two consecutive days, two non-consecutive days or any other separate periods to which we agree.

12.6.3. Procedure

- (a) We understand that you may need to take compassionate leave at short notice.
- (b) We therefore require all employees, as a condition of taking compassionate leave, to notify their manager by phone as soon as possible of your intention to take compassionate leave. When you notify your manager, you must

advise of the period (or the expected period) for which you will be taking compassionate leave and provide any evidence we ask you provide to support your request for leave.

- (c) You are required to submit an application in writing for compassionate leave as soon as possible after you return from leave.

12.6.4. Payment

- (a) For permanent employees, compassionate leave pay is paid leave, and processed as part of the Company's normal payroll cycle so you will continue to receive your pay as usual while you are on compassionate leave.
- (b) Compassionate leave for casual employees is unpaid.

12.7. Family and Domestic Violence Leave Policy

12.7.1. About

- (a) The Company provides employees who are a victim of violence perpetrated by a family member, spouse or other intimate partner leave from work to manage the impact of that violence and ensure their physical, mental or economic safety and wellbeing. This paid family and domestic violence leave is provided in line with the National Employment Standards or applicable industrial instrument.
- (b) All employees, including casual and fixed-term employees, are entitled to 10 days paid family and domestic violence leave each year. This leave does not accumulate from year to year.
- (c) However, if more than 10 days paid family and domestic violence leave is needed, please advise Accounts Department (accounts@sparkgl.com.au) to see what we can do to reasonably assist you.
- (d) Family and domestic violence refers to violent, threatening or other abusive behaviour by an employee's close relative that:
 - (i) seeks to coerce or control the employee; and
 - (ii) causes them harm or fear.
- (e) A close relative is an employee's:
 - (i) spouse or former spouse;
 - (ii) de facto or former de facto partner;
 - (iii) a current or former spouse or current or former de facto partner's child, parent, grandparent, grandchild or sibling;
 - (iv) child or grandchild;
 - (v) parent or grandparent;
 - (vi) sibling; or

- (vii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

12.7.2. Entitlement

- (a) You may take paid family and domestic violence leave if:
 - (i) you are experiencing family and domestic violence;
 - (ii) you need to do something to deal with the impact of the violence;
and
 - (iii) it is impractical for you to do that thing outside your ordinary hours of work.
- (b) Examples of actions you need to take to deal with the impact of the violence may include making arrangements for your own, or another close relative's safety (including relocation), attending urgent court hearings or accessing police services.
- (c) You may take paid family or domestic violence leave as:
 - (i) a single continuous 10 day period;
 - (ii) separate periods of one or more days each; or
 - (iii) any separate periods to which the employee and the employer agree, including periods of less than one day.

12.7.3. Procedure

- (a) If you need to take leave under this policy, please contact Accounts Department (accounts@sparkgl.com.au) as soon as reasonably possible (which in certain circumstances, may be after the leave has started) and advise of the period, or expected period of the leave.
- (b) Employees may be required to provide reasonable evidence to verify the reason why domestic and family violence leave is being taken to be eligible for leave under this policy.
- (c) The Company will take all reasonable steps to ensure any information you provide to us regarding your need to take or potentially take paid family and domestic violence leave is treated confidentially, other than where a disclosure is required under law or to protect the life, health or safety of the employee or another person.
- (d) The Company will do its best to support you if you are experiencing circumstances relating to this policy. Additional support may also be available through external services such as the 1800 RESPECT website, which is the national sexual assault, domestic and family violence counselling service.

12.7.4. Additional options available

- (a) In addition to the paid family and domestic violence leave available to employees under this policy, if you are dealing with the impact of family and domestic violence, you may also:
 - (i) take paid or unpaid personal/carers leave, to manage family and domestic violence-related issues, where they impact you or a close relative; or
 - (ii) request flexible working arrangements if you are eligible.

12.8. Public Holidays

12.8.1. About

You are entitled to public holidays in line with the NES, unless otherwise specified in your employment contract.

12.8.2. Entitlement

- (a) Employees are generally not entitled to payment for a public holiday where it falls on a day that they do not normally work.
- (b) If a public holiday falls on a day of paid leave, you may be entitled to payment for that day, such as when paid annual leave or personal/carers leave is taken. However, there are exceptions to this, such as when annual leave is taken during a period of unpaid parental leave, or where there are exceptions for long service leave under state or territory long service leave legislation.
- (c) You may also be required to work a public holiday and will be provided with reasonable notice if this is required.

12.8.3. Procedure

Public holidays are processed as part of the Company's normal payroll cycle so you will receive any public holiday entitlement in your pay where you are entitled to payment for the day.

12.9. Unpaid Leave

12.9.1. About

If for any reason you have insufficient leave for any requested period of absence, you should discuss the possibility of taking unpaid leave with Accounts Department (accounts@sparkgl.com.au). Where the Company has directed you to take leave and you have no paid leave left, you may be required to take unpaid leave.

12.9.2. Entitlement

- (a) There is no obligation for the Company to agree to your request for unpaid leave as the needs of the Company and fairness to other employees will also need to be considered, in addition to your own circumstances. Under no circumstances should you fail to attend work or take leave without prior authorisation.
- (b) The Company may also discuss the other options available to you in addition to unpaid leave, such as taking leave in advance or flexible working arrangements.

12.10. Contact

Please contact Accounts Department (accounts@sparkgl.com.au) if you have any questions about this policy or about your entitlements.

13. Conflict of Interest Policy

13.1. Overview

Every employee owes a duty of loyalty to the employer. This duty arises from the employee's employment contract.

Employees of the Company must not act in a manner contrary to the interests of the Company. Where there is a conflict between an employee's personal interests or the interests of the Company, the latter must prevail.

13.2. Purpose

This policy provides guidance on the management of conflicts of interest in relation to employees and contracted staff of the Company, and any subsidiaries.

13.3. Application

This policy applies to all employees. For the purpose of this policy, an "employee" includes:

- (a) permanent employees (including full time and part time);
- (b) fixed-term employees;
- (c) casual employees; temporary agency staff; and
- (d) contractors,

engaged by the Company and any subsidiaries.

13.4. What is a conflict of interest

- (a) A conflict of interest arises where the interests of employees are different to, and conflict with, the interests of the Company. A conflict of interest exists when it is likely that an employee could be influenced, or could be perceived to be influenced, by a personal interest in carrying out the duties as an employee of the Company.
- (b) For the purposes of this policy, a reference to a "conflict of interest" includes:
 - (i) actual conflicts of interest;
 - (ii) potential conflicts of interest; and
 - (iii) situations that may give rise to an appearance of conflicts of interest.
- (c) Conflicts may not necessarily be personal to employees. Conflicts of interest may arise where the interests of family, friends or close personal or business associates or business partners of employees conflict with those of the Company. Conflicts may not necessarily be personal to employees. Conflicts of interest may arise where the interests of family, friends or close personal or business associates or business partners of employees conflict with those of the Company.

13.5. What are some examples of situations where a conflict of interest may exist?

13.5.1. Conflicts of interest arise in a variety of circumstances

- (a) Because a conflict of interest can arise in a wide variety of circumstances, it is not possible to detail every situation that may lead to a conflict of interest.
- (b) However, some examples of actual or potential conflict situations are set out below.

13.5.2. Personal interest in third parties

- (a) A conflict may arise where an employee has a personal interest in a third party which has a business relationship with the Company. For example, an organisation that:
 - (b) conducts business with, or seeks business from, the Company;
 - (c) the Company seeks business from; or
 - (d) competes with the Company.

An employee will have a personal interest in a third party if the employee, or one of the employee's associates, is a director or shareholder of the third party.

13.5.3. Positions outside of the Company

In some cases, a conflict will arise where an employee has another paid or unpaid position outside of the Company. This does not necessarily mean that such outside positions are prohibited, however employees must notify the Company of any such position before it is accepted, so that an assessment can be made of whether a conflict exists and, if so, how to manage it.

13.5.4. Employee and contractor referrals

An employee who introduces an associate to the Company as a potential employee must not be involved in the selection process. The Company should be informed of the situation, so that an assessment can be made of whether a conflict exists and, if so, how to manage it.

13.5.5. Procurement and business dealings

An employee who uses the employee's position at the Company to do business with a third party with which the employee, or the employee's associate, has an interest, may have a conflict. The Company should be informed of this, so that an assessment can be made of whether a conflict exists and, if so, how to manage it.

13.5.6. Accepting gifts and benefits

- (a) An employee who receives more than a token gift or benefit (including meals, hospitality, accommodation or travel, among other things) from a third party in connection with the employee's duties for the Company may have a conflict. The Company should be informed, so that an assessment can be made of whether a conflict exists and, if so, how to manage it.

- (b) For the purpose of this policy, a gift or benefit will be regarded as being more than token if its value is more than \$500.

13.6. Roles and responsibilities

13.6.1. Considering and avoid conflicts of interest

- (a) Each employee is responsible for ensuring that, in all of the employee's activities, the employee considers whether an actual or potential conflict of interest arises.
- (b) Employees must take all reasonable measures to avoid conflict of interest situations arising.

13.6.2. Reporting conflicts of interest

In some circumstances, it may not be possible to avoid a conflict of interest situation. There may be circumstances in which there is a reasonable basis on which to believe that a conflict of interest situation may arise, or in which there may be the appearance of a conflict of interest situation. In each of these circumstances, an employee must immediately disclose the conflict to the Company by:

- (a) emailing the details of the conflict to Accounts Department (accounts@sparkgl.com.au).; and
- (b) copying the employee's manager on the email.

13.6.3. Reporting changes in conflicts of interest

- (a) Where a conflict of interest situation changes, an employee must immediately disclose the change by way of:
 - (i) emailing the details of the conflict to Accounts Department; and
 - (ii) copying the employee's manager on the email.
- (b) Where there is any doubt as to whether a conflict may exist, employees should seek guidance from their managers and, if necessary, approval from the Company, before engaging in the activity that may constitute a conflict of interest.

13.7. How will conflict of interest situations be handled?

- (a) Conflict of interest situations will be dealt with by the Company on a case by case basis.
- (b) Accounts Department will maintain a confidential register of potential conflicts of interest that have been disclosed to the Company.
- (c) In many cases, the Company may not require anything to be done after the interest is disclosed. However, in some cases the Company may find it necessary to direct the employee to take actions. Actions may include undertaking alternative duties, disposing of the interest, or both.

13.8. Further information

If you require additional information in relation to this policy, or you have any suggestions for improvement to this policy, please contact Accounts Department (accounts@sparkgl.com.au).

14. Return to Work (Managing Injury) Policy

14.1. About

The Company is committed to assisting any employee who has been injured or becomes ill at work to return to work by providing support, injury management and rehabilitation as required. Where appropriate, we will assist employees to remain at work and if employees need time off, we will assist them to return to work as soon as possible.

When an employee is injured at work, or becomes ill as a result of work, we will:

- (a) Act consistently with medical advice;
- (b) Commence rehabilitation as soon as possible after the injury or illness is sustained;
- (c) Where possible, provide suitable alternative duties;
- (d) Work with employees to establish an injury management and remain/return to work plan as appropriate;
- (e) Take steps to monitor, review and progress injury management and remain/return to work plans; and
- (f) Maintain an employee's confidentiality as much as possible during the process.

14.2. Early notification of significant injuries

Procedure

- (a) Employees are encouraged to report injuries as early as possible, as injuries are best managed when rehabilitation is commenced as soon as possible after an injury. Early reporting and rehabilitation gives us the best chance to help employees remain at work wherever possible.
- (b) Rehabilitation, injury management and plans to remain or return to work will be developed with the injured employee and any applicable medical advice.
- (c) If you are injured at work, notify Accounts Department (accounts@sparkgl.com.au) as soon as possible, of an injury. The insurer will then be notified within the appropriate timeframe regarding any relevant injuries.

14.3. Early commencement of injury management

Should an employee require injury management, the Company will ensure the process is commenced as soon as possible after an injury, in a manner consistent with all relevant facts, including medical advice.

Procedure

Early commencement of injury management will be facilitated by:

- (a) prompt reporting of injury/illness to the insurer;
- (b) accurate medical diagnosis and early commencement of treatment;
- (c) liaising with the insurer's injury management adviser; and

- (d) supporting the implementation of an injury management plan, prepared by the insurer (for an employee with a significant injury).
- (e) If an employee suffers a significant injury, the services of an accredited rehabilitation provider may be sought, with the consent of the injured employee and the nominated treating doctor. The rehabilitation provider's role is to establish a return to work plan suitable for ensuring the injured employee's early return to work.

The Company may identify accredited rehabilitation providers in consultation with the relevant parties. Notwithstanding such a selection, an injured employee is entitled to nominate any accredited rehabilitation provider to assist in their return to work plan.

14.4. Identification of return to work options

The injured employee's return to work should take place as soon as possible, in accordance with the medical advice. This may include a staged process and/or require modifications to the employee's working environment, duties or hours of duty.

The injured employee and their supervisor should have a clear understanding of all work restrictions and observe any limitations imposed by the nominated treating doctor and rehabilitation provider where applicable. The supervisor is responsible for ensuring that other employees are aware of any restrictions.

Procedure

Following the report of injury, and worker's compensation claim being lodged (pending liability being accepted), and if the employee is still at work, a return to work plan shall be developed by the Injury Management Coordinator in consultation with the parties. It will include:

- (a) identification of return to work options by the nominated treating doctor, the Injury Management Coordinator, the employee, their supervisor, the insurer's Injury Management Adviser and rehabilitation provider as applicable;
- (b) provision of suitable duties;
- (c) documentation of the return to work plan; and
- (d) ongoing review and monitoring by the Injury Management Coordinator.

14.5. Provision of suitable duties

Provision of suitable duties is an essential part of this policy. Careful individual assessment of suitable duties is required before a return to work process. The employee will be consulted as part of this assessment.

Procedure

- (a) Choice of return to work duties will be made on the basis of:

- (i) the nature and severity of the illness/injury and any restrictions imposed by the nominated treating doctor;
 - (ii) the predicted time frame for the return to work plan;
 - (iii) duties available in the employee's division, section, department, or available elsewhere within the Company; and
 - (iv) the employee's skills, career aspirations, competence and training, and current and potential skill level.
- (b) Where possible, the employee's substantive job will be modified and a graded return to pre-injury duties process will be planned. If this is not possible, other suitable duties will be provided as applicable. Some retraining may be required to equip the employee to undertake any alternative duties.
- (c) When suitable duties have been identified and agreed upon by the parties, the details will be specified in writing on the return to work plan, and include the following details where applicable:
- (i) the nature of the duties;
 - (ii) any restriction to be observed;
 - (iii) any changes in work methods;
 - (iv) hours and days of duty;
 - (v) anticipated progression toward full duties;
 - (vi) date of commencement and date(s) for review; and
 - (vii) any changes in conditions of employment.

14.6. Review of return to work plan

Any return to work plan will be developed in consultation with the employee. This refers to a written statement of steps designed to help the employee return to work. It outlines details about suitable duties, ongoing monitoring of these duties and any restrictions, including to the hours and days of work.

Procedure

- (a) The employee's progress on the return to work plan and any applicable adjustments shall be formally reviewed on a monthly period. In addition, the injured employee's supervisor will perform informal reviews of the plan on an ongoing basis, and liaise with the Injury Management Coordinator as necessary. Any formal changes to suitable duties in writing will only be initiated after consultation between the parties.
- (b) In some circumstances, particularly if a return to pre-injury duties is considered unlikely or inadvisable, the employee may be transferred temporarily to another position during the return to work process. Employees who transfer to a temporary

position retain their salary and conditions of employment while undergoing a return to work plan.

- (c) Income and benefits for an employee participating in a return to work plan are subject to the Workplace Injury Management and Workers Compensation Act 1998 (NSW) or other applicable state legislation. You may contact the Injury Management Coordinator if you have any questions about your rights and obligations under the applicable state legislation.
- (d) The injury management plan will cease either when the injury is no longer impacting upon the employee's employment or when long-term arrangements to accommodate the injury have been made. The circumstances may include when the injured employee:
 - (i) returns to full employment in the substantive position, but with modified duties acceptable to the workplace;
 - (ii) is appointed to another position within the Company;
 - (iii) is deemed by the Company to be unlikely to gain further benefit, or to gain only minimal benefit, from continued participation in the return to work plan;
 - (iv) withdraws from the return to work plan; or
 - (v) ceases to be employed by the Company.
- (e) The Company shall try to assist employees with long-term disabilities find suitable alternative positions. If, after a reasonable time, the injured employee is unable to perform productive work of a kind normally available within the Company, the Company may consider medical retirement or termination of employment.

14.7. Confidentiality

Information relating to an employee on a return to work plan will be confidential and restricted to those involved in providing rehabilitation, treatment and occupational health services. The Company shall adhere to the guidelines set by any applicable state authority in this regard.

14.8. Contact

If you have any questions about this policy, please contact Accounts Department (accounts@sparkgl.com.au).

15. Acceptable Use Policy

15.1. Summary

- (a) This policy sets out guidelines for acceptable use of various forms of electronic communications by our employees (you). It also provides details of the monitoring that we may undertake of your use of the Company's electronic communications facilities and resources.
- (b) The primary purpose for which access to electronic communications is provided by us to our employees is to assist you in carrying out the duties of employment. Employees may also use electronic communications for reasonable private purposes that are consistent with this policy. We may modify this policy upon 14 days notice in writing to you.
- (c) This policy applies to all electronic communications which make use of resources, infrastructure or equipment of the Company accessible to you when you are at any workplace or other place where work for the Company is carried out, whether or not you are actually performing work at the time, or at any place while performing work for the Company. It also applies to monitoring of use of electronic communications when you are not at work but where the monitoring is computer surveillance of your use of equipment or resources provided by or at the expense of the Company.

15.2. What are electronic communications?

Electronic communications covered by this policy include each of the following:

- (a) Computers connected to any network or data circuit.
- (b) Electronic data interchange.
- (c) Electronic mail.
- (d) Messaging services, including pagers, paging services and SMS.
- (e) Internet, intranet and extranet services, including blogs and podcasts.
- (f) Telephones including mobile telephones.
- (g) Personal digital assistants.

15.3. Record keeping

Electronic communications and electronic records are no different to paper documents and records and are important parts of our business records. They are subject to the same laws and record keeping requirements as our other documents and records. Accordingly, you are responsible for ensuring that your electronic communications and all other electronic records are recorded and stored in accordance with the Company's document management procedures and policies.

15.4. Use of electronic communications

Your use of any electronic communications must comply with this policy, your terms and conditions of employment, any other policies of the Company that may be notified to you from time to time as well as normal standards of professional and personal courtesy and conduct. These standards are expanded upon in this policy. Your use of any electronic communications for any purpose other than undertaking your duties as an employee is acceptance by you of the Company's collection, use, disclosure and storage of any personal information resulting from that use.

15.5. Confidentiality

- (a) Electronic communications are not private. In the course of delivery, an electronic communication may pass through multiple servers or other infrastructure outside the control of the Company and may be viewed or copied by third parties. Care must be taken in forwarding information or documents out of our office, so that they are sent in accordance with our security and confidentiality policies.
- (b) In addition, electronic communications are monitored by the Company (see below).
- (c) Communicating externally about aspects of the Company, its operations or customers or information of our customers/ clients or copying or removing files or data that are confidential or subject to other restrictions on disclosure is absolutely prohibited and is grounds for disciplinary action, including immediate termination, and other legal action. As an employee you may have access to personal information about other Company employees and customers of the Company. Confidentiality of that information must be maintained. Communicating internally about the personal information of other Company employees and clients is absolutely prohibited unless for the purpose of carrying out your duties in the course of your employment.

15.6. What is acceptable use?

Subject to the terms of this policy, you may use the electronic communications resources provided by the Company for each of the following:

- (a) Work or client related purposes.
- (b) Sending and receiving personal communications, provided that for any personal communication sent with a Company email address in the From: or Reply-To: header, a disclaimer must accompany the email that the communication is a personal communication and the views of the sender may not represent those of the Company. The Company accepts no responsibility for personal electronic communications.
- (c) Accessing the World Wide Web for personal purposes. Purchasing products or services via the internet is not prohibited but the Company accepts no liability for

risks or costs associated with any use of the internet for making purchases of any sort.

- (d) Utilising any other electronic communications service or protocol for personal purposes, after obtaining permission to do so from the General Manager or Chief Information Officer.

Any personal use within normal business hours must be moderate in time. Any personal use must not incur significant cost for the Company and must not interfere with your employment duties or those of any other person.

15.7. What is not acceptable use?

Except in the course of your duties or with the express permission of the General Manager or Chief Information Officer, the electronic communications resources provided by the Company must not be used for any of the following:

- (a) Excessive personal use within normal business hours.
- (b) Personal use that incurs any significant cost for the Company.
- (c) Personal use that interferes with the employment duties of the employee or any other person.
- (d) Personal commercial purposes.
- (e) Making our infrastructure available for third parties to use without the permission of the General Manager or Chief Information Officer.
- (f) Sending Spam within the meaning of the Commonwealth Spam Act 2003 (Spam).
- (g) Subscribing to or accessing external email services or personal email accounts.
- (h) Subscribing to or accessing news groups without the permission of the General Manager or Chief Information Officer.
- (i) Instant messaging.
- (j) Disseminating confidential information of the Company or of any customer of the Company.
- (k) Any illegal activity or purpose.
- (l) Knowingly or recklessly causing interference with or disruption to any user of any, or to any, network, information service or equipment.
- (m) Disseminating any personal information (within the meaning of the Privacy Act 1988) of any officer, employee or customer (or an officer or employee of a customer) of the Company without consent.
- (n) Sending or otherwise knowingly or negligently causing any other person to view content that may render the Company liable as a result, whether pursuant to equal opportunity, sex or racial discrimination or any similar legislation or other law, including defamation, racial vilification, misleading and deceptive conduct or any other law, at the suit of that person.

Knowingly downloading or requesting software, media files, data streams or other content or information that a reasonable person believes will use a greater amount of network bandwidth than is appropriate or that are, or any copy is likely to be, infringements of the rights of any person (including intellectual property rights).

15.8. Monitoring

- (a) Our professional obligations to our clients, business partners and employees require adequate security protection between internal systems and customers' external electronic communication systems. This requires monitoring of electronic communications. Monitoring is also necessary to help manage our resources, including bandwidth, in an appropriate and cost effective manner and to ensure compliance with all other legal and regulatory requirements. Monitoring is also used by the Company to check compliance with this policy (and our other policies), and to undertake investigations if the Company has cause to believe this policy has been breached and to obtain evidence of unauthorised or unlawful activity.
- (b) The Company has a system of continuous and ongoing monitoring by means of software, hardware or other equipment that records the information, input or output or other use of our computer and communication systems and programs including the sending and receiving of emails and accessing of internet websites.
- (c) This monitoring includes:
 - (i) Software programs that automatically scan all incoming and outgoing electronic communications, including email messages, attachments and details of internet sites access.
 - (ii) Generation of detailed user logs, including information in relation to employees' use of the internet, email addresses of those with whom employees have communicated and other information relating to use of our facilities, equipment and infrastructure in relation to electronic communications. These user logs are accessible to the network administrator, the Chief Information Officer and the General Manager.
 - (iii) Filtering devices to detect and block inappropriate electronic communications including incoming executable files.
 - (iv) Filtering devices to deny access to certain websites or other content that we consider to be inappropriate or to which access amounts to inappropriate use under this policy.
 - (v) Workflow management and reporting by user and by document or file, including details of when documents are created, accessed or modified and the identity of the user.

- (vi) The Company may also engage in real time surveillance of electronic communications use. Unless required by law, we may undertake any monitoring without any further notification to any employee that monitoring is occurring.
- (d) You also need to be aware that:
 - (i) The network administrator can and is authorised to access any area, files and electronic communications on our network, even those that are password protected.
 - (ii) All files, data and electronic communications are routinely subject to backup. Backups of data and systems are retained by us for periods up to 12 months. Backups may be accessed at any time for the purposes of monitoring the use of our computer and electronic communication systems and programs.
- (e) If the systems or procedures used by us prevent delivery of an email communication to you, we will give you notice (prevented delivery notice) as soon as practicable, by email or otherwise, that delivery of the email has been prevented, unless the law provides that a prevented delivery notice is not required. The Company is not required to give a prevented delivery notice for an email if delivery of the email was prevented in the belief that, or by the operation of a program intended to prevent the delivery of an email in any of the following circumstances:
 - (i) The email was Spam.
 - (ii) The content of the email or any attachment to the email may reasonably have resulted in an unauthorised interference with, damage to or operation of a computer or computer network operated by us or of any program run by or data stored on such computer or computer network.
 - (iii) The email or any attachment to the email would be regarded by a reasonable person as being menacing, harassing or offensive.
- (f) The Company is also not required to give a prevented delivery notice for an email sent by an employee if we are not aware (and cannot reasonably be expected to be aware) of the identity of the employee who sent the email or that the email was in fact sent by an employee.
- (g) Nothing in this policy prevents delivery of an email or access to a website merely because of either of the following:
 - (i) The email is sent by or on behalf of an industrial organisation of employees or an officer of such an organisation.
 - (ii) The website or email contains information relating to industrial matters (within the meaning of the Industrial Relations Act 1996).

- (h) This Policy constitutes notice in writing under the Workplace Surveillance Act 2005 of the intended surveillance for the above purposes.

15.9. Privacy

- (a) As part of your duties as a Company employee, you may be required to collect personal information of other Company employees and clients. You are bound by privacy law and ethical practice to keep that personal information confidential. You cannot use or disclose that information to any person except for the purposes of carrying out your duties as an employee or for administering the Company's products and services directly to the person whose information is collected. These obligations extend to all information collected by means of electronic communications.
- (b) The Company collects personal information from a variety of sources including its website, telephone calls and directly from clients and other parties.
- (c) When collecting personal information over the telephone or directly, you must obtain that person's consent and provide an explanation of the use and purpose that you intend to use that personal information.
- (d) You must allow the person whose personal information has been collected by the Company to access or update that personal information if requested. Access must be requested in writing and identification must be provided. You may refuse access to personal information in special circumstances specified in the Privacy Act.
- (e) You must take all reasonable steps to protect the personal information the Company collects from misuse, loss, unauthorised access, modification or disclosure.

15.10. Consequences of a breach of this policy

- (a) Responsibility for use of electronic communications that does not comply with this policy lies with each employee. It is a condition of your access to our facilities, equipment and infrastructure necessary for electronic communications that you indemnify us for any direct loss and reasonably foreseeable consequential losses suffered by the Company as a result of any breach of this policy by you.
- (b) If the alleged breach is of a serious nature, that amounts to a breach of your duty of fidelity to the Company (for example, emailing our confidential or proprietary information or a customer's confidential or proprietary information to a competitor or a potential competitor), you must be given an opportunity to be heard in relation to the alleged breach. If the serious breach of this policy is admitted or clearly established to the satisfaction of the General Manager, the breach may be treated as grounds for immediate dismissal.

- (c) In all other circumstances, an alleged breach of this policy will be dealt with in accordance with our disciplinary processes and procedures.
- (d) If you have any questions in relation to this policy or its application please contact Accounts Department (accounts@sparkgl.com.au).

16. Modern Slavery Policy

16.1. What is the purpose of this policy?

We will limit risks of modern slavery practices in our business and supply chain.

16.2. Who this policy applies to?

- (a) This policy applies to you if you are involved in our business, including if you are an employee, director, officer, labour hire staff, contractor or other representative of our business or of any business in our supply chain.
- (b) While this policy is not part of any contract you may have with us, you are expected to comply with it.
- (c) If you do not comply with this policy, we may end our business relationship with you and if you are an employee, you may be disciplined or dismissed.

16.3. What is modern slavery?

- (a) Modern slavery is depriving a person of freedom for commercial gain and in violation of fundamental human rights.
- (b) It describes situations where offenders use coercion, threats or deception to exploit victims and undermine their freedom. Modern slavery involves serious exploitation, not sub-standard working conditions or the underpayment of workers although this may be unlawful for other reasons.
- (c) Modern slavery can take many forms including:
- (d) Modern slavery can be complex and multi-faceted and can be difficult to spot.
- (e) Slavery - owning a person, trading in slaves or financing slave trading (ie, human trafficking).
- (f) Forced labour - forcing a person to work by coercion or threats (and servitude is when that person's freedom is significantly restricted).
- (g) Forced marriage - a marriage without free and full consent - eg, due to lack of understanding or duress/coercion.
- (h) Debt bondage – a person works to pay off a large debt, for an unlimited time or where the value of the work is not applied to the debt.
- (i) Deceptive recruiting – a recruiter charges a fee for the job offer, confiscates identity documents, deceives a person about personal freedom or their ability to leave the job.
- (j) Child labour - not always unlawful but not tolerated by us when it involves exploiting children, depriving them of education, making them work in unsafe working environments.

16.4. What are indicators of modern slavery practices?

Modern slavery indicators may include where a person:

- (a) is not in possession of their own passport, ID or travel documents;
- (b) is acting as though they are being instructed or coached by someone else;
- (c) allows others to speak for them when spoken to directly;
- (d) is dropped off and collected from work;
- (e) is withdrawn or appears frightened or have physical indicators of slavery, such as injuries;
- (f) unable to contact friends or family freely;
- (g) has limited social interaction or contact with people outside their immediate environment;
- (h) story contains obvious errors;
- (i) acts with hostility or have difficulty in concentrating due to trauma;
- (j) has few possessions;
- (k) has little or no control over their finances or no access to a bank account, or they are being significantly overcharged for their accommodation; and
- (l) is living in a very poorly maintained and overcrowded place.

These indicators are not exhaustive and do not necessarily mean there are modern slavery practices. Sometimes there may be other reasons or circumstances that indicate that something is not right.

16.5. Why do we want to limit risks of modern slavery practices?

Limiting modern slavery practices makes good business sense, protecting our workers and our reputation. It also supports us in assessing and addressing modern slavery risks as required by modern slavery legislation.

16.6. What are our responsibilities?

We will endeavour to:

- (a) prepare a modern slavery statement as required by Australian law;
- (b) identify and address modern slavery risks in our business and supply chain; and
- (c) take steps to raise your awareness of modern slavery risks, including by having this policy.

16.7. What are your responsibilities?

- (a) You must take all reasonable steps to ensure our business and supply chain is free of modern slavery practices.
- (b) However senior you are and regardless of your business relationship with us, you must pay close attention to the high-risk areas identified in our Modern Slavery Statement, particularly supply chain and outsourcing in jurisdictions without adequate safeguards.

- (c) Some areas of the business are likely to have more exposure than others, including procurement and sourcing, human resources, finance, risk, sustainability, projects, legal and leadership.
- (d) Examples of specific responsibilities include:
 - (i) participating in all training, including in this policy;
 - (ii) leading by example by making appropriate checks on all employees, recruitment agencies, suppliers, etc to ensure we know who is working for us;
 - (iii) remaining alert to indicators of slavery (see above);
 - (iv) using only approved contracts which include modern slavery clauses; and
 - (v) obeying our instructions regarding modern slavery.
- (e) Turning a blind eye is unacceptable and if you reasonably suspect there may be modern slavery, report it under this policy.

16.8. How do I report slavery concerns?

- (a) If you have a reasonably held suspicion of modern slavery practices, discuss your concerns with Accounts Department (accounts@sparkgl.com.au), who will decide a course of action and provide any further advice.
- (b) If there is immediate danger call the police — don't tackle a situation on your own as dangerous criminals can be behind modern slavery and human trafficking.
- (c) Not all victims may want to be helped and sometimes, reporting a suspected trafficking case puts the potential victim at risk, so it is important that unless there is immediate danger, you discuss your concerns first with Accounts Department (accounts@sparkgl.com.au) before taking any further action.
- (d) Keep your eyes and ears open—your awareness and actions may stop someone from being exploited or abused.

16.9. Who is responsible for this policy?

Our board of directors are responsible for this policy and will review reports of material slavery concerns.

17. Employee Exit Policy

17.1. Purpose

The purpose of this policy is to set guidelines in order to ensure the exit, termination and separation of employees is managed efficiently, effectively and in compliance with the provisions of employment contracts and other relevant legislation.

17.2. Scope

This applies to all Company employees who are confirmed to a permanent and contract establishment in relation to:

- (a) Termination of employment through means such as resignation or retirement, death of an employee, abandonment of employment, unsatisfactory performance, serious misconduct and ill health.
- (b) Redundancy and redeployment.

17.3. Policy Statement

- (a) The company will provide a process for the effective termination or separation of employees with appropriate consideration of organisational needs, whilst ensuring a transparent and fair process, the provision of associated entitlements, and clear communication of important and sensitive information.
- (b) All information relating to the termination of employment or separation of employees will remain confidential to those involved in the process.
- (c) The company will provide an opportunity for all voluntarily terminating employees to participate in a confidential exit survey or interview to discuss the company's strengths and weaknesses, provide feedback about their reasons for leaving and to assist with better understanding the variety of experiences of working at the company.
- (d) Supervisors are responsible for ensuring all company's property of departing employees is returned in good condition prior to the cessation date.
- (e) Separation or termination of employment will be managed in accordance with the requirements of relevant legislation and as specified in the relevant company procedure.

17.4. Termination of Employment

17.4.1. Resignation or Retirement

An employee must put in writing their intention to resign or retire from the company, indicating the proposed date of separation, and provide the required notice period ('Notice') in accordance with their employment agreements. If an employee fails to give the required Notice, the company may withhold salary or take legal action.

17.4.2. Death

In the event of the death of an employee, the company will assist the employee's immediate family, calculate and pay outstanding salary and leave entitlements, and advise the relevant superannuation fund.

17.4.3. Abandonment of Employment

Abandonment of Employment is considered termination of employment at the initiative of the employee. The circumstances under which an employee may be deemed to have abandoned their employment when he or she does not attend work without reasonable explanation.

17.4.4. Unsatisfactory Performance

The Human Resource Department may terminate employment due to an employee's unsatisfactory performance in accordance with the provisions of the company's termination and unsatisfactory performance procedures.

17.4.5. Serious Misconduct

In accordance with the company's termination and misconduct procedures, the company may terminate without notice the employment of an employee found to have engaged in serious misconduct such that would make it unreasonable to require the company to continue employment during a period of Notice.

17.4.6. Ill Health

The company may require an employee whose capacity to perform the duties of their position is in doubt, to undergo a medical examination by a medical practitioner chosen by the company at the expense of the company.

If the medical examination reveals that the employee is unable to perform assigned duties and is unlikely to be able to resume them within 12 months, the company may offer the employee the opportunity to resign, or where that is not accepted, terminate the employment.

17.5. Redundancy and Redeployment

- (a) The company will notify an employee and their nominated representative that their employment will terminate on the grounds of redundancy.
- (b) Where an employee has received notification that their position is no longer required by the Company the employee may apply to the Human Resource Department to seek redeployment to a suitable vacant position within the company, and/or a review of the decision to terminate the employment, or receive a redundancy payment based on age, length of service and termination date.

17.6. Exit Interviews

The company will endeavour to obtain exit interview data from all employees who voluntarily terminate their employment. Under no circumstance should an exit interview be conducted by the employees' immediate supervisor. Exit interview data is to be regularly evaluated to determine the strengths and weaknesses of the company. All employees have the right to refuse to participate in an exit interview questionnaire.

18. Expense Claim Policy

18.1. Commencement of policy

This Policy replaces all other expense claim policies of the Company (whether written or not).

18.2. Statement of purpose

This policy covers the Company's procedure for the reimbursement of expenses incurred by employees in the performance of their duties.

18.3. Application of policy

This Policy applies to employees of the Company. It does not form part of any employee's contract of employment.

18.4. Procedure

- (a) When you plan to go on work-related trips, Accounts Department (accounts@sparkgl.com.au) will typically arrange for most of your accommodation and transportation costs and document these expenses. You need to:
 - (i) Document any expenses that the Company hasn't directly arranged for (e.g. taxi fares). Please obtain bills and receipts wherever possible. You might also receive a per diem sum to cover other necessary travel expenses.
 - (ii) Submit an expense report with all necessary documentation. Please submit your claim/report within 30 days after your trip.
- (b) Your manager or HR are responsible for approving reimbursement claims. If your manager approves your expenses, you will receive your reimbursement within 14 days by bank remittance to your nominated bank account.
- (c) When you incur work-related expenses, you should:
 - (i) Ask for your manager's approval.
 - (ii) Submit a reimbursement claim. Please submit receipts and bills for business dinners and transportation within 30 days.

18.5. Company expectations and policy compliance

- (a) When you incur or submit an expense, you are expected to:
 - (i) Behave honestly, responsibly, and within the guidelines of this policy
 - (ii) Submit expenses within 30 days of incurring them
- (b) Keep all receipts and/or submit required documentation by (e.g. scanning paper receipts or capturing receipts via approved mobile app).
- (c) We'll investigate any excessive expenses. In cases of consistent falsified or exaggerated claims, we may take disciplinary action.

18.6. Allowable expenses

18.6.1. Travel

- (a) Travel expenses include any kind of transportation and accommodation expenses that you incur when going on a business trip. Expenses related to this category that may be fully or partly reimbursable include:
 - (i) Accommodation
 - (ii) Legal document expenses (e.g. Visa)
 - (iii) Air, train, ship or other transportation fares
 - (iv) Necessary medical expenses (e.g. vaccinations)
 - (v) Local transportation during trips (taxi fares, rental cars etc.)
 - (vi) Other minor or per diem expenses that have been approved by an employee's manager (e.g. meals, business material)
- (b) Medical care fees after travel-related accidents may be covered by workers compensation insurance. If not, we may reimburse you for your medical expenses, if appropriate.
- (c) This section of the policy covers travel-related costs that can be expensed by employees. The policy includes information about how and when you should travel by car, air, train and taxi. It includes details about our commitment to sustainable travel options as well as the importance of choosing the lowest-priced logical method of transport available at the time.
- (d) All bookings should be made through our travel agent. Travel that is not booked at least 14 days in advance will not be reimbursed without approval from the CEO. All travel should be booked in standard/ economy class. You are welcome to use your own frequent flyer plans, as long as this does not prevent you from booking the lowest priced logical choice available. Personal travel may be combined with business as long as there is no additional cost to the company.

18.6.2. Other expenses

The following expenses are acceptable, and employees will be reimbursed for them.

- (a) Professional membership fees (where these enhance the standing of the individual and by association, the company)
- (b) Postage for business purposes
- (c) Mobile data-usage fees (business portion only)
- (d) Mobile data-usage fees when travelling abroad (provided it has been pre-booked)
- (e) The Company will also reimburse the employee for meals. To claim meals/food the employee must have met the following conditions:

- (a) The employee has been away from the office for business purposes for more than half a working day.
- (b) The employee has travelled more than 10 kilometres from the office.
- (c) The meal is for business purpose.
- (f) All entertainment claims must include the following details: business reason, venue name and location, name of client and all attendees. Alcoholic drinks may only be claimed if consumed with a meal.

18.7. Areas of ambiguity

For all items and services not listed specifically in the Employee Expense Policy, please seek prior approval and/or clarification from your manager. Ensure your expense reports have a justification and date in order for timely reimbursement to occur. If you are incurring an expense in a different international currency, the expense will be translated into the Australian Dollar value for reimbursement.

18.7.1. Non-allowable employee expenses

The following are some examples of NON-ALLOWABLE EXPENSES that are NOT to be submitted for reimbursement:

- (a) Expensing all of your utilities as opposed to a portion related to work
- (b) Maintenance and repairs to your house
- (c) Spa treatments
- (d) Meals for accompanying family members
- (e) Movie and video streaming services and rentals

18.8. Contact

If you have any questions about this policy or about your entitlements, please contact Accounts Department (accounts@sparkgl.com.au).

19. Cybersecurity Policy

19.1. Intent and Scope

- (a) This cybersecurity policy(policy) provides the basis of cybersecurity management within the Company.
- (b) This policy applies to all of Company employees, contractors, volunteers, vendors and anyone else who may have any type of access to Company systems, software and hardware.
- (c) Effective protection of business information creates a competitive advantage, both in the ability to preserve the reputation of the Company and in reducing the risk of the occurrence of negative events and incidents.

19.2. Password Requirements

To avoid employees' work account passwords being compromised, these best practices are advised for setting up passwords:

- (a) Use at least 8 characters (must contain capital and lower-case letters, numbers and symbols).
- (b) Do not write down password and leave it unprotected.
- (c) Do not exchange credentials when not requested or approved by supervisor.
- (d) Change passwords every 6 months.

19.3. Email Security

Emails can contain malicious content and malware. In order to reduce harm, employees should employ the following strategies:

- (a) Do not open attachments or click any links where content is not well explained.
- (b) Check the email addresses and names of senders.
- (c) Search for inconsistencies.
- (d) Block junk, spam and scam emails.
- (e) Avoid emails that contain common scam subject lines such as prizes, products and money transfers.

If an employee is not sure that an email, or any type of data is safe, the employee should contact Accounts Department (accounts@sparkgl.com.au).

19.4. Device Security and Using Personal Devices

Logging in to any work accounts for personal devices such as mobile phones, tablets or laptops, can put Company data at risk. The Company does not recommend accessing any Company data from personal devices. However, if this cannot be avoided, employees are obligated to keep their devices in a safe place and not exposed to anyone else. Employees are recommended to follow these best practice steps:

- (a) Keep all electronic devices' passwords secure and protected.
- (b) Logging into accounts should only be performed through safe networks.
- (c) Install security updates on a regular basis.
- (d) Upgrade antivirus software on a regular basis.
- (e) Never leave devices unprotected and exposed.
- (f) Lock computers when leaving the desk.

19.5. Transferring Data

Data transfer is a common cause of cybercrime. Employees should follow these best practices when transferring data:

- (a) Avoid transferring personal information such as customer data and employee information.
- (b) Adhere to the relevant personal information legislation.
- (c) Data should only be shared over authorised networks.
- (d) If applicable, destroy any sensitive data when it is no longer needed.

19.6. Working Remotely

When working remotely, all the cybersecurity policies and procedures must be followed.

19.7. Acceptable Use

- (a) User accounts on work systems are only to be used for the business purposes of the Company and not to be used for personal activities.
- (b) Employees are responsible for protecting all confidential information used and/or stored on their accounts. This includes their user logins and passwords. Employees are prohibited from making unauthorised copies of such confidential information and/or distributing it to unauthorised persons outside of the Company.
- (c) Employees must not purposely engage in any activity with the intent to: harass other users; degrade the performance of the system; divert system resources to their own use; or gain access to Company systems for which they do not have authorisation.

19.8. Security Requirements

- (a) Employees must not install unauthorised software. The company may at any time introduce a whitelist of approved/trusted programs. If this occurs then only these programs may be used by employees.
- (b) Employees should perform daily backups of important new/changed data, software and configuration settings.
- (c) Employees must not use unauthorised devices on their workstations, unless they have received specific authorisation from Accounts Department.
- (d) Employees must not attempt to turn off or circumvent any security measures.

- (e) Employees must report any security breaches, suspicious activities or issues that may cause a cyber security breach to Accounts Department (accounts@sparkgl.com.au).

20. Use of Company Property Policy

20.1. Purpose and Application

- (a) The purpose of this policy is to stipulate the terms and conditions applicable to the provision and use of any company property by workers. This applies to all Company employees and any workers including but not limited to independent contractors, volunteers or interns.
- (b) This policy does not form part of any employee's contract of employment, a contractor's contract for services or any other agreement with a worker. However, any breach of the obligations expressed in this policy may result in disciplinary action up to and including termination of employment, or the termination of any agreement.

20.2. Company Property

- (a) 'Company property' as referred to in this policy includes all tangible property (such as tools, vehicles and equipment), IT systems including the internet and email, as well as any intangible property such as intellectual property or confidential information.

20.3. Obligations of workers

All workers accessing company property must:

- (a) use such property only for the purposes for which it was designed;
- (b) take reasonable measures to maintain the condition of any property used or borrowed, including servicing it regularly where applicable;
- (c) refrain from modifying any such property in an unauthorised manner, without prior written approval from the company;
- (d) obtain prior written permission from the company to use such property for non-work or unauthorised purposes, including for personal use;
- (e) not remove company property from the premises or relevant sites without prior permission of the company;
- (f) take reasonable measures to prevent any loss or damage to company property;
- (g) ensure that any such property is used in accordance with relevant operating instructions, procedures, other applicable company policies and the law;
- (h) ensure that any such property is not used in a manner that may bring the company or third parties into disrepute, or to access illegal, offensive or defamatory material;
- (i) ensure that any such property is not used to bully, harass or discriminate against any person, including sending any offensive content or communications;
- (j) notify the company immediately if you lose a license or other requirement that you are required to hold by the company or by law for the operation of any company

equipment, including vehicles; and

- (k) ensure that all reasonable and necessary steps are taken to maintain the secrecy and prevent any disclosure of confidential information or intellectual property, including after termination or the end of any agreement for services.

20.4. Return of property

- (a) On termination of employment, or the end of any other type of working arrangement, including a contract for services, you must return all company property immediately.
- (b) On termination of employment, or the end of any other type of working arrangement, including a contract for services, you must pay any sums outstanding to the company, regardless of whether a request has been made to pay them earlier than expected.
- (c) If you are suspended or the subject of a company investigation, the company reserves the right to request that you return all company property immediately.
- (d) Company property must be returned in good working order and all intangible property must also be returned. Any confidential information or intellectual property must also be returned, and removed from any personal devices if instructed.

20.5. Damage to Property

- (a) The company may require you to reimburse the company for the value of any loss or damage suffered by the company or a third party if any damage occurs to any company property as a result of:
 - (i) a serious and wilful act or misconduct;
 - (ii) criminal activity;
 - (iii) a breach of any obligations in this policy;
 - (iv) the use of company property for an unauthorised purpose or a manner that puts the reputation or safety of the company or a third party at risk; or
 - (v) negligence on the behalf of the worker.
- (b) The company may also require the worker to reimburse the company for the costs of any retrieval of company information that is not returned, or has been deleted or destroyed by the worker.
- (c) Company property must be returned in good working order and all intangible property such as confidential information must also be returned, and any unauthorised copies or documents on personal devices must be removed.

20.6. Variations

The company reserves the right to vary, replace or terminate this policy from time to time.



21. First Aid Policy

21.1. Background

The Company considers the occupational health and safety of all persons in the workplace to be of absolute importance. This includes the provision of first aid personnel, supplies and facilities. The purpose of this Policy is to provide a framework for the effective use of first aid facilities.

21.2. The Company's Responsibilities

As part of the Company's commitment to the effective provision of first aid, the Company aims to:

- (a) provide adequate resources for the supply and replenishment of first aid kits and equipment;
- (b) ensure that each worker at the workplace has access to a first aid kit and has access to facilities for administering first aid;
- (c) appoint first aid officer(s) who have received the relevant training and who will report to management on all matters pertaining to first aid; and
- (d) ensure that there is at least one first aid officer rostered on for all hours of work.

21.3. Duties of Management

Managers, supervisors and akin position holders are required:

- (a) to keep up-to-date on all matters pertaining to first aid;
- (b) ensure that workers are informed of the location of first aid kits, facilities and first aid officer(s) as well as how to contact them in the workplace;
- (c) consult employees on first aid matters to give them the opportunity and training to be involved in matters affecting work health and safety; and
- (d) where appropriate, make or facilitate arrangements for an injured person who requires further off-site medical attention to be escorted to this site (e.g. a hospital).

21.4. Duties of employees

Employees are required to:

- (a) take reasonable care for their own health and safety;
- (b) take reasonable care that their actions do not adversely affect the health and safety of other people;
- (c) report and record all workplace injuries to the relevant first aid officer, manager or HR representative, in accordance with this policy;
- (d) not disrupt the administration of first aid; and

- (e) comply with this policy, first aid procedure and any associated reasonable instruction.

21.5. Duties of visitors and non-employees

If a person is not an employee, but attends the Company's premises (for example, visitors), they must:

- (a) take reasonable care of their own health and safety;
- (b) take reasonable care that their actions or omissions do not adversely affect the health and safety of others; and
- (c) comply, so far as they are reasonably able, with any instructions that may be given by the Company regarding first aid.

21.6. First Aid Officer

The responsibilities and duties of a first aid officer include, but are not limited to:

- (a) hold a current accredited first aid training qualification;
- (b) administer first aid treatment to ill or injured persons as required and within the limits of their first aid competencies;
- (c) if appropriate, recommend that the ill or injured person seeks the assistance of a medical practitioner if the illness or injury exceeds the limit of their first aid competence;
- (d) record all first aid matters, which are inclusive of injuries, treatments and rejections of first aid and alert management of the matter;
- (e) where appropriate and with approval, make arrangements for an ill or injured person to be escorted off-site to receive medical treatment (e.g. call an ambulance and ensure access for the ambulance); and
- (f) maintain the first aid kit(s) and ensure that they are appropriately stocked. Notify management of any deficiencies in the first aid kit(s) so they can organise a replenishment.

21.7. First Aid Equipment

All employees must be able to access a first aid kit. This will require at least one first aid kit to be provided at their workplace in a readily accessible location.

The first aid kit should provide basic equipment for administering first aid for injuries including, but not limited to; bleeding wounds, burns, eye injuries and muscular injuries. However, the contents of the first aid kit(s) should be based on a risk assessment of the workplace.

The use of first aid kit should be monitored, and its supply levels should be observed and replenished when reasonably necessary.

21.8. First Aid Procedure

In the event that a person suffers injury or illness in the workplace, the following procedure should apply:

- (a) the injured worker or another colleague notifies a manager/supervisor or first aid officer of the incident;
- (b) the first aid officer must immediately attend to the injured worker;
- (c) the first aid officer must administer first aid within their competencies;
- (d) if appropriate, the first aid officer should notify and coordinate ambulance or other medical assistance for the injured worker; and
- (e) after first aid has been administered or the injured worker has received other medical assistance, the first aid officer should prepare a report of the incident and management should be alerted. If necessary or appropriate, third parties should also be notified.

21.9. Record Keeping

A record of administered first aid treatment should be kept by the first aid officer(s) and reported to managers on a regular basis.

It is important that the first aid officer(s) ensure that the record accurately reports all attendances and treatment provided to injured workers at the workplace.

Accurate recording of attendances and treatment provided by first aid officers are extremely important.

All documentation must:

- (a) be accurate and legible;
- (b) record the facts as stated by the person treated where possible;
- (c) be written in ink and never erased and in the event of an error, draw a line through the error and write 'wrong entry' and sign it; and
- (d) never use white out or correction fluid on records.

All medical records are kept strictly confidential. Medical records can only be accessed and used by those individuals who are required to access and use the information for the purposes of performing their functions as part of their role. Further, medical records may be released if required by law or by consent of the person in question.

Consequences of non-compliance

Employees who breach any of the Company's policies may be subject to disciplinary action which may include informal or formal warnings, transfer, counselling or dismissal. Serious breaches may result in termination without notice or payment in lieu of notice.

Thank you for being a part of our Company. Please contact Accounts Department (accounts@sparkgl.com.au) if you have any questions about this employee handbook.