

# Anti-Bribery and Anti-Corruption Policy

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# Anti-Bribery and Anti-Corruption Policy

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## 1 Statement of Commitment

- 1.1 Aurizon Holdings Limited and its subsidiaries (collectively the **Company**) are committed at all times to operate and act within the Company's values of Safety, People, Integrity, Customer and Excellence and central to this is the Company's commitment to compliance with laws and to the highest ethical standards in all of the Company's business conduct, including strict compliance with Australia's *Criminal Code Act 1995* (Cth) (**Criminal Code**), Australia's state and territory legislation and international anti-corruption and anti-bribery standards.

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## 2 Application and implementation

- 2.1 The Company requires full compliance with all applicable anti-corruption and anti-bribery laws by all employees, contractors, directors, officers, agents and representatives of the Company (for the purpose of this Policy (defined below), collectively referred to as **Employees**), regardless of citizenship, role, function or location.
- 2.2 In addition to potential reputational damage, violations of anti-corruption laws can carry severe civil and criminal penalties for the Company and its Employees personally, both in Australia and in other jurisdictions. Violations of Company policies can have severe consequences, including termination of employment.
- 2.3 All Employees are required to be familiar and comply with this Anti-Bribery and Anti-corruption Policy (the **Policy**), as amended or supplemented from time to time, at all times whether in Australia or in another jurisdiction, and to follow the reporting requirements set out in this Policy.
- 2.4 The Company's prohibition on bribery must be communicated to all suppliers, contractors and business partners at the outset of the Company's business relationship with them, and as appropriate during the course of their work for the Company. The Company also expects stakeholders, with whom the Company has a relationship to act in a manner consistent with the Company's expectations of ethical behaviour.
- 2.5 Each of the Company's business units will ensure that appropriate training is provided to Employees so that Employees are able to recognise and deal with potential instances of bribery or corruption in accordance with this Policy. Appropriate training will consist of either face to face training or on-line training delivered at varying intervals depending on the risk profile and physical location of the Employees concerned. The format, frequency and content of the training will be determined by Aurizon Legal in consultation with the relevant business unit.
- 2.6 Each manager is responsible for themselves and their direct reports to monitor and apply this Policy. Each Employee is responsible for their own individual compliance. Overall responsibility for the administration of this Policy lies with the **Company Secretary**.
- 2.7 This Policy supports the Aurizon Code of Conduct and Whistleblower Policy, the Company's values and, in particular, the Company's firm commitment to conducting its business operations lawfully, ethically and fairly.

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## 3 Definitions

### 3.1 Meaning of "Thing of Value"

Under this Policy a **Thing of Value** is broadly defined and includes both money and non-money items such as information, gifts, entertainment, favours, services, loans, loan guarantees, investment or business opportunities, the use of property or equipment, educational or travel opportunities, job offers (including to a Government Official's (defined in paragraph 4.2, below) relatives), transportation, and the payment or reimbursement of debts. Even small payments or benefits are prohibited if they are intended as, or could be perceived as, bribes.

### 3.2 Meaning of “Improper Benefit” / “Business Advantage”

**Improper benefits** and **business advantages** are defined broadly. These include both money and non-money benefits including any commercial or financial benefit of any kind. For example, a payment to secure a contract or a concession as well as a payment to persuade a Government Official not to impose a fine or tax, or to minimise such a fine or tax, would violate this Policy, as would a payment to prevent enforcement of an applicable law or regulation. Similarly, payments to influence a Government Official's decision to award a permit or license would also violate this Policy.

### 3.3 Meaning of “bribery”

“**Bribery**” involves the provision, or offer to provide, a Thing of Value to another person with the intention of obtaining an improper benefit or business advantage (including to attract new business, keep existing business or secure a business advantage, which is not legitimately due). For the avoidance of doubt, it is irrelevant if the bribe is accepted or ultimately paid as merely offering the bribe will usually be sufficient for an offence to be committed.

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## 4 Prohibition against bribery of Government Officials

### 4.1 Prohibited conduct

- (a) The Company strictly prohibits engaging in, or tolerating, bribery of Government Officials or any other form of corruption. Conduct which constitutes bribery and corruption is detailed below.
- (b) The Company and its Employees:
  - (i) must not directly or indirectly give or offer to give money or a Thing of Value to a Government Official to secure any improper benefit or to obtain or retain a business advantage; and
  - (ii) must not directly or indirectly offer or give money or a Thing of Value to a political party, a party official or a candidate for political office in order to influence the official acts or decisions of that person or entity, to secure any improper benefit, or to obtain or retain a business advantage.
- (c) This Policy prohibits corruptly conveying a Thing of Value to a Government Official either directly or indirectly through dealers, agents, contractors, intermediaries, or other third parties. Improper benefits to associates (including family members) of Government Officials are also prohibited.
- (d) There is no exception for where the Government Official demands or suggests the payment, conveyance or other transaction, except in circumstances where the payment is required to protect an individual's safety.
- (e) It is important to recognise the difference between a bribe and extortion. The health and safety of Employees is a priority. If an Employee is in a situation where a payment must be made in order to protect the Employee, or someone else, from physical harm, or an Employee is faced with the threat of, or fear of, violence, the relevant payment, conveyance or other transaction should be made. Full details of the payment, conveyance or transaction must then be provided to the Aurizon Internal Audit Team without delay.
- (f) Further, the Company and its Employees must keep accurate books and records that fairly reflect all transactions involving the Company's assets, and must ensure that all transactions are properly authorised in accordance with this Policy.

### 4.2 Meaning of “Government Officials”

Under this Policy and anti-corruption laws, **Government Official** is defined very broadly, and includes:

- (a) any person engaged in public duty in a government agency. This includes any elected or appointed official or employee of a government body, at any level including national or local government entities. This also includes members of legislative, administrative and judicial

- bodies, as well as an individual who performs work for a government body under a contract and low-level employees of government agencies, such as office workers;
- (b) an individual who holds the position or performs the duties of a government or public official under a law or custom of a foreign country;
  - (c) an individual who is otherwise in the service of a foreign government body (eg a member of the military or police force);
  - (d) any persons who hold positions at public agencies or public enterprises (including enterprises in which the state has a part ownership);
  - (e) any officer or employee of government-owned or government-controlled entities, including state-owned entities that operate in the commercial sector;
  - (f) any individual who performs work for, or an officer or employee of, a public international organisation (such as the United Nations, the World Bank or the International Monetary Fund);
  - (g) any person acting in an official capacity for a government, government agency or state-owned enterprise (for example, someone who has been given authority by a government entity to carry out official responsibilities); and
  - (h) any political party, official of a political party and any candidate for political office.
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## **5 Donations and Sponsorship**

### **5.1 Political Donations**

The Company may choose to make donations or other contributions to political parties where permitted by law and strictly in accordance with this Policy. All political contributions (monetary and non-monetary) made by the Company, regardless of the source of the funds, must be approved in advance by the board of directors in accordance with the Company's delegations of authority manual.

### **5.2 Charitable Donations and Sponsorship**

- (a) As a general policy, charitable donations and sponsorship arrangements entered into by the Company should be for approved causes, made to registered entities and must not create adverse reputational risks.
- (b) Employees must ensure that they have obtained and reviewed all relevant information about the charity or sponsorship recipient to ensure that it is:
  - (i) reputable and financially solvent;
  - (ii) not politically or ethically controversial; and
  - (iii) agreeable to providing satisfactory details of financial and other aspects of the charity or sponsorship cause.
- (c) Once the above matters have been established, the Employee proposing a charity or sponsorship arrangements should seek approval in accordance with the Company's delegations of authority manual and any other applicable company policies or programs, including the Aurizon Community Giving Fund. Once approval has been obtained a charity or sponsorship agreement should be signed by the recipient and a copy of that agreement, and relevant details of the donation made, should be retained for the Company's records.

### **5.3 Donations in personal capacity**

You may in your personal capacity make donations, sponsorships or grants to whom ever you choose. However, you are expected to consider the appearance of such action if the recipient (or an associate of the recipient) is associated with the Company or its business (eg a customer, supplier or public official). If the donation, sponsorship or grant may be construed as intending to influence a business decision affecting the Company or its business, you should not give it.

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## **6 Prohibition against bribery of private persons**

- 6.1 The Company and its Employees must not directly or indirectly give or offer to give money or a Thing of Value to any private person or company to secure an improper benefit, or to influence any private person to act improperly in the performance of his or her function.
- 6.2 Similarly, the Company and its Employees must not directly or indirectly receive or accept money or a Thing of Value from any person or company as an inducement to provide an improper benefit or a business advantage, or to otherwise act improperly in the performance of his or her function.

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## **7 Conflicts of Interest, Kickbacks and Secret Commissions**

- 7.1 Conflicts of interest arise when a personal interest interferes or even appears to interfere, with the best interests of the Company. It is a duty for all Employees to at all times act in the best interests of the Company.
- 7.2 A conflict of interest can develop into a bribery problem when an Employee requests, agrees to receive or receives a Thing of Value (whether financial or otherwise), in a manner that interferes, or appears to interfere, with the Employee's judgment in performing his or her functions on behalf of the Company. This would include a benefit provided to that Employee's associate (including family members).
- 7.3 If an Employee considers that they have a perceived or actual conflict of interest, concerning any matter, they must declare the conflict of interest in accordance with the Company's Conflict of Interest Policy at the earliest opportunity.
- 7.4 This Policy strictly prohibits the giving and receiving of bribes, kickbacks, or improper benefits.
- 7.5 Any kickbacks or other payments to a client, supplier or other commercial party to secure or obtain a business advantage are prohibited. This prohibition applies to kickbacks paid directly by the Company as well as to payments made indirectly, such as payments to customers or suppliers by members of the sales staff using funds paid to them as sales commissions.
- 7.6 Secret commissions are also prohibited. Secret commissions typically arise where a person or entity (such as an Employee) offers or gives a commission to an agent or representative of another person (such as a customer of the Company) which is not disclosed by that agent or representative to their principal. Such a payment is made as an inducement to influence the conduct of the principal's business.
- 7.7 Any offers of bribes, kickbacks, secret commissions or improper benefits made to Employees, even if refused, must be reported immediately to Head of Risk & Assurance or in accordance with the Whistleblower Policy.

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## **8 Retention of third parties and entering into joint ventures**

- 8.1 Retaining the services of any third party, including a dealer, agent, consultant, contractor or other representative (referred to in this Policy collectively as **Agents**) or entering into joint venture arrangements with third parties can raise compliance issues.
- 8.2 As a general matter, all agreements with Agents or joint venture partners must be in writing and must describe the services to be performed, the fee basis, the amounts to be paid, and other material terms and conditions, including suitable anti-bribery and corruption clauses, performance monitoring and audit rights to ensure compliance and termination rights for failure to comply with anti-bribery and corruption laws (with clauses to be advised by the Aurizon Legal Team). Payments must be reasonable in the circumstances, bear a direct relationship to the value of the services rendered and must be in full compliance with all applicable governing laws.
- 8.3 Agreements with Agents or joint venture partners in higher risk jurisdictions must contain written provisions requiring the Agents or joint venture partners to comply fully with all anti-bribery and anti-corruption laws, rules and regulations, as well as the terms of this Policy, a copy of which should be made available to all Agents and joint venture partners. Such agreements should also contain an

obligation on the part of the Agent's or joint venture partner's representatives to certify periodically that such representatives have no knowledge of any acts, or suspected acts, of bribery and corruption.

- 8.4 Payments to Agents or joint venture partners must only be made in circumstances where there is a written agreement with that Agent or joint venture partner. Any payment made must be strictly in accordance with that agreement and no separate payments can be made to the Agent or joint venture partner outside of those payments contemplated by the agreement.
- 8.5 Payments to Agents or joint venture partners should be made to the Agent's or joint venture partner's bank account in the country where the services are performed or where the Agent's or joint venture partner's offices are located, and must never be made in cash.
- 8.6 Owing to the risks that can be raised as a result of contracts with Agents or joint venture partners, engagement of any Agents or entry into any joint ventures should be conducted in close consultation with the Aurizon Legal Team. Where appropriate, background checks and due diligence will be conducted before engaging the Agent or entering into the joint venture.

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## **9 Gifts, Meals and Entertainment**

### **9.1 Obligation to remain independent and objective**

- (a) This Policy is intended to provide a guide to Employees on what forms of gifts and hospitality are considered acceptable and unacceptable.
- (b) For the purposes of this Policy, gifts are free or heavily discounted items. Gifts may be enduring, such as a work of art, or consumables such as a box of chocolates or a bottle of wine. They can range in value from nominal to significant, and be given or received for different reasons.
- (c) Although the giving or receiving of business gifts, meals or entertainment may be common practices, it also may give the appearance of improper influence in order to obtain an improper benefit or business advantage.
- (d) It is critical to our business that we remain independent and objective. The offer, provision or acceptance of gifts and/or hospitality requires the exercise of the utmost care and judgment.
- (e) Accordingly, offering, providing or accepting meals, entertainment or gifts that are excessive, inappropriate or may have the intention, or appearance of, improperly influencing a third party (whether in the private or public sector) is strictly prohibited.
- (f) The use of an intermediary to offer or receive gifts, benefits and hospitality does not legitimise any improper conduct and is strictly prohibited. For the purposes of this Policy, it makes no difference if gifts, benefits or hospitality are offered, received, or given directly or indirectly via an intermediate person or entity. As an example, you should be alert to any suggestions by third parties that gifts, hospitality or other benefits be given to their family members.

### **9.2 Further detail and guidelines**

- (a) The Conflicts of Interest Policy provides guidance on how to responsibly manage and disclose any actual, perceived conflicts of interest at Aurizon.
- (b) Further specific guidance on offering or receiving gifts, entertainment or hospitality, and when to disclose or seek prior approval for these items, may be provided by the Head of Risk and Assurance or the Company Secretary from time to time.

### **9.3 Dealing with Government Officials**

- (a) The provision of certain benefits to Government Officials may violate governing laws, rules and regulations which should be checked prior to offering or giving any gifts, meals or entertainment to Government Officials to ensure compliance.
- (b) Where the provision of gifts, meals and entertainment is allowed to Government Officials you must ensure that:

- (i) Government Officials are not reimbursed for meals or entertainment nor provided with cash per diems;
- (ii) all meals, entertainment and gifts provided to Government Officials are reported to the Chief Internal Auditor and recorded on the gift register. Receipts and details should be retained with the record;
- (iii) all planned meals and events involving Government Officials are pre-approved by the relevant Aurizon Group Executive or one of their direct reports, and the Aurizon Legal Team;
- (iv) expenses are for amounts that are reasonable in the circumstances, consistent with local practice and consistent with travel expense amounts for Employees; and
- (v) it is not otherwise prohibited under any Company policy, standard or guidelines.

#### **9.4 Dealing with Private Persons**

- (a) In relation to gifts, meals and entertainment offered to private persons (including corporate entities), gifts, meals and entertainment should be reasonable as to value and frequency.
- (b) Gifts, meals and entertainment may not be provided:
  - (i) with the intention, or appearance of, improperly influencing a private person in relation to the Company's business and
  - (ii) if the giving of such is prohibited by the Policy, or any other Aurizon policy, standard or guidelines; or
  - (iii) if the recipient is prohibited by their employer's policies from receiving them.

In all cases, the provision of meals, entertainment or gifts to private persons (including corporate entities) must be approved by [the relevant Aurizon Group Executive or a direct report of the Group Executive] and accurate records of the meals, entertainment and gifts must be kept and be available for inspection by [the Aurizon Assurance Team].

#### **9.5 Receipt of Gifts, Meals and Entertainment**

- (a) Employees may accept gifts, meals and entertainment from third parties only in circumstances where it is not excessive or inappropriate, and it would not give rise to an actual, potential or perceived conflict of interest, and is not otherwise prohibited by this Policy or any other Company policy, standard or guidelines. If Employees are uncertain as to whether the acceptance of a gift, meal or entertainment is permitted, they must immediately bring the matter to the attention of their manager.
- (b) In accordance with the Code of Conduct, and the Conflict of Interest Policy, Employees must disclose all gifts, benefits or hospitality that are:
  - (i) not of a nominal nature;
  - (ii) valued at \$300 or more; or
  - (iii) from or to a supplier, consultant or someone who is externally associated with Aurizon.
- (c) Disclosure of a gift, benefit or hospitality of the kind described in clause 9.5(d) must be:
  - (i) made as soon as reasonably practicable after becoming aware of the gift, meal or entertainment,
  - (ii) discussed with their Manager or the Head of Risk and Assurance, and
  - (iii) notified by email to their Manager and Manager once removed, or by using the [Aurizon Disclosure Register](#).

Members of Aurizon's Executive Leadership Team are to manage all of their gifts, meals and entertainment using the Aurizon Disclosure Register. The register is a confidential and secure repository administered by the Head of Risk and Assurance.



In accordance with the Conflicts of Interest Policy, management of conflicts that may arise for Directors is administered by the Company Secretary.

**9.6 What will happen if I offer, provide or accept a gift or hospitality in contravention of this Policy?**

- (a) Any gifts or hospitality offered, provided or accepted in contravention of this Policy must be reported to the Head of Risk and Assurance and, if the benefit is a gift received by an Employee or is entertainment that has yet to be provided to the Employee, hand the gift or right to receive the entertainment over to the Company.
- (b) Where considered appropriate by the Head of Risk and Assurance the gift received or entertainment to be provided may be:
  - (i) donated to charity;
  - (ii) divided up among Employees or made available for the recipient's team; or
  - (iii) returned to the giver with an explanation of our policy.
- (c) In exceptional cases the Head of Risk & Assurance, in consultation with Group General Counsel & Head of Governance may determine that the gift may be retained by the recipient.
- (d) Notwithstanding the above, all gifts considered to be a bribe or a potential bribe will be returned to the giver immediately.

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**10 Travel**

- 10.1 Under this Policy, a Thing of Value also includes travel expenses, such as travel to inspect the Company's offices or facilities or to a seminar or promotional event sponsored by the Company.
- 10.2 Paying for, or reimbursing, travel expenses with the intention or appearance of improperly influencing a third party in order to obtain a business advantage for the Company, or for any other corrupt purpose, is strictly prohibited.
- 10.3 Because of potential risks in this area, support for travel by Government Officials should be pre-approved by the Aurizon Legal Team.
- 10.4 As a general rule, offers to Employees of sponsored travel may only be accepted if necessary for a valid business purpose and approved in advance by the Employee's relevant Group Executive, or direct report to their Group Executive. If there is a valid business purpose to attend an event or function, the Company, at its discretion, may pay for any travel and/or accommodation costs. Sponsored travel not otherwise permitted is not made acceptable by being undertaken during a period of leave.

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**11 Grease and Facilitation Payments**

- 11.1 A 'facilitation', 'speed' or 'grease' payment is a small bribe made to secure or expedite the performance of a routine or necessary action to which the payer is entitled. Examples include:
  - (a) processing government papers such as visas;
  - (b) obtaining permits, licences or other official documentation to allow a person or entity to carry on business in a country;
  - (c) inspections regarding contract performance or the transportation of goods;
  - (d) clearing cargo or goods through customs;
  - (e) providing police or army protection; and
  - (f) providing utilities such as power and water.
- 11.2 Under this Policy, all payments to Government Officials to secure an advantage, including payments made to Government Officials to expedite or to secure the performance of a routine governmental action, are prohibited.

- 11.3 If you are ever requested make a facilitation payment on behalf of the Company or suspect that a facilitation payment has been made, please contact the Aurizon Internal Audit Team immediately.
- 11.4 Again, it is important to recognise the difference between a bribe and extortion. The health and safety of Employees is a priority. If an Employee is in a situation where a payment must be made in order to protect the Employee, or someone else, from physical harm, or an Employee is faced with the threat of, or fear of, violence, payment should be made. Full details of the payment must then be made to the Aurizon Internal Audit Team without delay.
- 11.5 There are practical ways that Employees can avoid making facilitation payments. Employees are encouraged, where they feel safe doing so, to consider any of, or a combination of, the following:
- (a) research local laws in advance and know what authorisations, permits, etc, are required beforehand. This may include asking informally for advice from existing contacts in government, etc;
  - (b) in some instances, it may be possible to receive advance written confirmation that papers and other relevant documents are in order;
  - (c) question the legitimacy of the request for a facilitation payment;
  - (d) explain to the official that you don't believe you need to make the payment (use your research on local laws to support this, provide any confirmation that your papers are in order, etc);
  - (e) communicate to the official making the request for the facilitation payment:
    - (i) the Company's policy against facilitation payments;
    - (ii) that the request for the facilitation payment and any resulting payment may be in breach of both local and international anti-corruption laws; and
    - (iii) that you will be obliged to report the request for the facilitation payment to the Company;
  - (f) explain to the official that, if the payment were to be made on the basis that such payment was legitimate, you would require a receipt for the payment and identification details of the official making the demand (the idea here is to persuade the official against pursuing any illegitimate payment);
  - (g) politely request to consult with the official's superior;
  - (h) where the official maintains that the payment is legitimate, suggest that an invoice be rendered for the payment by the government agency / organisation and that it be paid on receipt of the invoice directly to the relevant government agency / organisation (as opposed to being paid in cash to the official);
  - (i) seek advice from the Aurizon Legal Team (who may engage a local lawyer to provide advice on the relevant jurisdiction's laws in order to differentiate between properly payable fees and disguised requests for facilitation payments); and
  - (j) build realistic timescales for the deliverables under an agreement to allow for resisting and testing demands for facilitation payments.

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## 12 Raising concerns

- 12.1 All Employees must report suspected or actual breaches of this Policy or suspicious activity directly to the Head of Risk & Assurance or in accordance with the Whistleblower Policy. Conscious disregard, deliberate ignorance and wilful blindness will not avoid liability for bribery and corruption.
- 12.2 The Whistleblower Policy provides a mechanism whereby Employees and others can report their concerns freely and without fear of reprisal or intimidation, including by using the Whistleblowers Hotline as described in the Whistleblower Policy.
- 12.3 As set out in the Whistleblower Policy, all reports of improper conduct will be treated seriously and be the subject of a thorough investigation, and the Company will not tolerate any adverse repercussions

for anyone who makes a report of improper conduct (provided the report is made in good faith and the Whistleblower has not engaged in improper conduct themselves).

- 12.4 If you have any questions concerning this Policy or possible violations of this Policy, please contact the Aurizon Legal Team or the Head of Risk and Assurance.

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**13 Review**

This Policy is subject to periodic review by the Board, including, but not limited to, in relation to whether it is operating effectively at the relevant time, and whether any changes are required.