PlaySide

PlaySide Studios Limited

ACN 154 789 554

WHISTLEBLOWER POLICY

1. PURPOSE

1.1 PlaySide Studios Limited (**Company**) is committed to conducting its business with honesty and integrity and to fostering a culture in which concerns about misconduct, improper conduct or other Disclosable Matters (defined in clause 3) can be raised safely, without fear of reprisal.

1.2 This Whistleblower Policy (**Policy**) sets out how a person may make a protected disclosure in respect of the Company and its subsidiaries (together, the **Group**), the protections available to those who do so, and how the Group will respond.

1.3 This Policy is designed to comply with Part 9.4AAA of the Corporations Act 2001 (Cth) (**Corporations Act**) and Recommendation 3.3 of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations, 4th edition. Where there is any inconsistency between this Policy and Part 9.4AAA of the Corporations Act, the Corporations Act prevails.

1.4 This Policy is provided to all officers and employees of the Group and is available on the Company's website.

2. WHO CAN MAKE A PROTECTED DISCLOSURE

2.1 A person may make a protected disclosure under this Policy if they are, or have been, any of the following in respect of the Group (each, an **Eligible Whistleblower**):

(a) an officer or employee (including a permanent, temporary, part-time or casual employee, secondee or intern);

(b) a supplier of goods or services (whether paid or unpaid), including a contractor, consultant, service provider or business partner, or an employee of such a supplier;

(c) an associate (within the meaning of section 10 of the Corporations Act);

(d) a relative, dependant or dependant of a spouse of any of the above; or

(e) any other person prescribed by the regulations for the purposes of Part 9.4AAA of the Corporations Act.

2.2 The Group will treat disclosures made by persons who are not Eligible Whistleblowers with the same care and confidentiality where possible, but the statutory protections under Part 9.4AAA of the Corporations Act may not be available in respect of those disclosures.

3. WHAT CAN BE REPORTED

3.1 **Disclosable Matters.** An Eligible Whistleblower may make a protected disclosure where the discloser has reasonable grounds to suspect that the information concerns (**Disclosable Matter**):

(a) misconduct, or an improper state of affairs or circumstances, in relation to the Group;

(b) conduct of the Group, or of an officer or employee of the Group, that:

(i) constitutes an offence against, or a contravention of, a provision of any of the Corporations Act, the ASIC Act 2001 (Cth), the Banking Act 1959 (Cth), the Financial Sector (Collection of Data) Act 2001 (Cth), the Insurance Act 1973 (Cth), the Life Insurance Act 1995 (Cth), the National Consumer Credit Protection Act 2009 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), or an instrument made under any of those Acts;

(ii) constitutes an offence against any other law of the Commonwealth that is punishable by imprisonment for a period of 12 months or more;

(iii) represents a danger to the public or to the financial system; or

(iv) is prescribed by the regulations for the purposes of section 1317AA of the Corporations Act.

3.2 **Examples.** Without limiting clause 3.1, examples of matters that may fall within a Disclosable Matter include:

(a) fraud, theft, corruption, bribery or misappropriation;

(b) illegal activity, including drug offences, violence or threatened violence, and criminal damage to property;

(c) serious breaches of the Group's Code of Conduct or of any Group policy;

(d) conduct that is oppressive, grossly negligent or unsafe;

(e) conduct that may cause material financial or non-financial detriment to the Group or to a third party;

(f) the falsification or manipulation of Group records or financial reporting;

(g) serious harassment, sexual harassment, discrimination, bullying or victimisation; and

(h) conduct that could cause reputational harm to the Group.

3.3 **Personal work-related grievances.** A "personal work-related grievance" is not a Disclosable Matter under Part 9.4AAA of the Corporations Act unless it has significant implications for the Group (or another entity) that do not relate to the discloser, or it concerns detrimental conduct as described in clause 5.2, or it otherwise relates to conduct that is a Disclosable Matter. Personal work-related grievances include disputes about interpersonal conflicts, decisions about engagement, transfer or promotion, terms and conditions of engagement, and disciplinary decisions. These should be raised with the discloser's manager or the Group's Chief People Officer (or equivalent) in accordance with the Group's Grievance Policy or applicable employment procedures.

3.4 **Reasonable grounds.** A disclosure qualifies for protection even if the discloser's suspicion turns out to be incorrect, provided the discloser had reasonable grounds to suspect that the information concerns a Disclosable Matter at the time of the disclosure. Deliberately false disclosures made with malice or in bad faith are not protected and may result in disciplinary action or legal consequences.

4. HOW TO MAKE A DISCLOSURE

4.1 Internal disclosure — Whistleblower Protection Officers

The Company has appointed Whistleblower Protection Officers to receive disclosures under this Policy. The current Whistleblower Protection Officers are listed in Schedule 1. Any change to the list of Whistleblower Protection Officers will be communicated by the Company and updated in Schedule 1.

4.2 Internal disclosure — Eligible Recipients under the Corporations Act

A disclosure may also be made to any of the following (each an Eligible Recipient under the Corporations Act):

(a) an officer of the Group (which includes each director, the CEO (whether appointed as Managing Director or otherwise), the CFO and the Company Secretary);

(b) a senior manager of the Group (being a person who makes, or participates in making, decisions that affect the whole or a substantial part of the Group's business, or who has the capacity to affect significantly the Group's financial standing); or

(c) the Group's external auditor, or a member of an audit team conducting an audit of the Group.

4.3 Anonymous disclosure

A disclosure may be made anonymously through the Company's anonymous reporting portal, the current link to which is set out in Schedule 1. A disclosure may also be made anonymously to a Whistleblower Protection Officer or Eligible Recipient. The Company encourages the disclosure of the discloser's identity where possible, as this can materially assist any investigation, but a disclosure will still qualify for the protections under this Policy where the discloser chooses to remain anonymous. Where a disclosure is anonymous, the Company will treat any communications with the discloser through the channel through which the disclosure was made as confidential.

4.4 Disclosure to ASIC, APRA or other regulators

A disclosure may be made to the Australian Securities and Investments Commission (ASIC), the Australian Prudential Regulation Authority (APRA) or another Commonwealth authority prescribed for the purposes of section 1317AAC of the Corporations Act. A disclosure made to any of these bodies qualifies for the protections in Part 9.4AAA of the Corporations Act, and the Company encourages disclosers to seek independent advice before making such a disclosure.

4.5 Disclosure to a legal practitioner

A disclosure to a legal practitioner for the purposes of obtaining legal advice or legal representation in relation to the operation of the whistleblower provisions in Part 9.4AAA of the Corporations Act is a protected disclosure, whether or not the legal practitioner concludes that the disclosure relates to a Disclosable Matter.

4.6 Emergency and public interest disclosures

In certain circumstances, a disclosure of information to a journalist or a member of a Parliament of the Commonwealth, a State or a Territory may qualify for protection as an "emergency disclosure" or a "public interest disclosure" under section 1317AAD of the Corporations Act. These disclosures are subject to strict conditions, including (in most cases) a prior disclosure to ASIC, APRA or another prescribed body and a specified waiting period, together with written notification to the original recipient before the further disclosure is made. The Group strongly encourages any person considering an emergency or public interest disclosure to seek independent legal advice before proceeding.

5. PROTECTIONS FOR WHISTLEBLOWERS

5.1 Confidentiality of identity

It is an offence under section 1317AAE of the Corporations Act for a person to disclose the identity of a whistleblower, or information that is likely to lead to the identification of the whistleblower, without the whistleblower's consent, except in limited circumstances specified in that section (which include disclosure to ASIC, APRA, the Australian Federal Police, a legal practitioner for the purposes of obtaining legal advice or representation, or a person or body prescribed by the regulations).

The Group will take all reasonable steps to keep confidential the identity of any whistleblower and any information that is likely to lead to the identification of the whistleblower, including:

(a) handling all documentation relating to a disclosure securely and on a strict need-to-know basis;

(b) redacting personal information where possible when investigating or reporting on a disclosure;

(c) using secure electronic and physical storage for records relating to disclosures;

(d) limiting access to information about disclosures to those who have a legitimate need to know; and

(e) providing training and guidance to Whistleblower Protection Officers, investigators and other personnel involved in handling disclosures.

5.2 Protection from detrimental conduct

A person must not engage in, or threaten to engage in, conduct that causes or may cause detriment to another person, in circumstances where they believe or suspect that the other person (or a third party) has made, may make, has proposed to make or could make a disclosure that qualifies for protection under Part 9.4AAA of the Corporations Act.

Detriment includes (without limitation):

(a) dismissal, demotion, disciplinary action or termination of engagement;

(b) alteration of the person's position, duties or working conditions to the person's disadvantage;

(c) discrimination, harassment, bullying, intimidation or victimisation;

(d) physical, psychological, financial, reputational or other harm; or

(e) damage to a person's property, business or financial position.

The Group prohibits any such conduct and any breach of this prohibition will be treated as a serious breach of this Policy. The Group will take all reasonable steps to prevent detrimental conduct and to protect a whistleblower where a risk of detriment is identified, including by making reasonable adjustments to the whistleblower's working arrangements where appropriate.

5.3 Protection from civil, criminal and administrative liability

An Eligible Whistleblower who makes a disclosure that qualifies for protection under Part 9.4AAA of the Corporations Act:

(a) is not subject to any civil, criminal or administrative liability (including disciplinary action) for making the disclosure;

(b) cannot have contractual or other remedies enforced against them on the basis of the disclosure; and

(c) may not have the information disclosed by them admitted in evidence in criminal proceedings or in proceedings for the imposition of a penalty, other than proceedings in respect of the falsity of the information.

These protections apply in respect of the disclosure itself. They do not grant immunity for any misconduct by the whistleblower that is unrelated to the disclosure, or for the whistleblower's own involvement in any Disclosable Matter that has been separately established.

5.4 Remedies

A person who suffers loss, damage or injury because of a disclosure (or because of a threatened or actual breach of the confidentiality obligation in clause 5.1 or the prohibition on detrimental conduct in clause 5.2) may seek remedies under the Corporations Act, including compensation, exemplary damages, injunctions, reinstatement, apology orders, and civil penalties against a wrongdoer.

6. FAIR TREATMENT OF PERSONS SUBJECT TO DISCLOSURES

The Group is committed to the fair treatment of any person who is the subject of a disclosure made under this Policy. Consistent with that commitment:

(a) a disclosure will be treated as an allegation only and no adverse conclusions will be drawn against any person before an appropriate investigation has been completed;

(b) the person subject to the disclosure will be informed of the substance of the allegations against them as soon as it is appropriate to do so (which may not be at the outset if to do so would prejudice the investigation) and will be given an opportunity to respond;

(c) confidentiality of the person subject to the disclosure will be maintained wherever practicable;

(d) the person subject to the disclosure may access the Group's Employee Assistance Program and other support resources; and

(e) nothing in this Policy limits the person's rights under their engagement terms, applicable industrial instruments or applicable law.

7. INVESTIGATION OF DISCLOSURES

7.1 **Assessment.** On receipt of a disclosure, the Whistleblower Protection Officer will promptly assess whether the disclosure relates to a Disclosable Matter and, if so, the appropriate steps to be taken. This may include an internal investigation, engagement of an external investigator, referral to law enforcement, or (where the matter is outside the scope of this Policy) referral to another appropriate process.

7.2 **Investigation.** Any investigation will be conducted objectively, fairly and independently of any person to whom the disclosure relates, in a manner that is proportionate to the nature and seriousness of the alleged conduct. The investigator will preserve the confidentiality of the whistleblower and the person subject to the disclosure to the extent possible.

7.3 **External investigators.** Where appropriate, an external investigator (such as external legal counsel, forensic accountants or another specialist) may be engaged. Any external investigator will be independent of the persons involved in the disclosure and will be bound by confidentiality obligations.

7.4 **Timeframes and feedback.** Where the whistleblower's identity is known and contact is possible (including through an anonymous channel), the Whistleblower Protection Officer will keep the whistleblower informed of the progress and expected timeframes of the investigation, to the extent appropriate and permitted by law.

7.5 **Outcomes.** At the conclusion of an investigation, findings and recommendations will be documented in a written report. The Group will take appropriate remedial and disciplinary action based on the findings. Where the whistleblower's identity is known, the Whistleblower Protection Officer will inform the whistleblower of the outcome of the investigation to the extent possible, having regard to confidentiality, privacy and legal obligations.

7.6 **Records.** The Group will maintain confidential records of each disclosure, the investigation, findings and any remedial or disciplinary action, in accordance with the Group's record-keeping obligations and the confidentiality requirements in clause 5.1.

8. SUPPORT FOR WHISTLEBLOWERS AND OTHERS

The Group provides the following support to whistleblowers, persons subject to disclosures, witnesses and other persons involved in a matter reported under this Policy:

(a) access to the Group's Employee Assistance Program;

(b) the appointment (where appropriate) of an independent support person from within the Group;

(c) reasonable adjustments to working arrangements, including reallocation of duties, changes to reporting lines and, where possible, alternative work locations; and

(d) signposting to external support providers, including Lifeline (13 11 14) and Beyond Blue (1300 22 4636).

9. BOARD AND AUDIT AND RISK COMMITTEE OVERSIGHT

9.1 The Board (through the Audit and Risk Committee) has oversight of this Policy and its operation, in accordance with Recommendation 3.3(b) of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations, 4th edition.

9.2 The Whistleblower Protection Officer (or the Company Secretary, where the Whistleblower Protection Officer is not a member of senior management with access to the Board) will report to the Audit and Risk Committee at least half-yearly on:

(a) the number and nature of disclosures received under this Policy;

(b) the status of investigations;

(c) any material findings and remedial actions; and

(d) any incidents of detrimental conduct or confidentiality breaches.

9.3 Any material incident under this Policy, including any material Disclosable Matter, any material breach of the confidentiality or detrimental conduct protections, and any regulator engagement, will be reported to the Audit and Risk Committee (and to the Board where appropriate) as soon as reasonably practicable.

10. TRAINING AND AWARENESS

10.1 The Group will provide training and awareness materials on this Policy to:

(a) all employees, at induction and periodically thereafter;

(b) all Whistleblower Protection Officers and Eligible Recipients under this Policy; and

(c) any other person the Group considers appropriate.

10.2 This Policy is available on the Company's website and through the Group's internal communication systems.

11. BREACH OF THIS POLICY

11.1 A breach of this Policy (including by engaging in detrimental conduct or by breaching the confidentiality obligations) will be treated seriously and may result in disciplinary action up to and including termination of employment or engagement and may also result in civil or criminal penalties.

11.2 Deliberately false disclosures made in bad faith are not protected by this Policy and may result in disciplinary action.

12. NATURE OF THIS POLICY

12.1 This Policy is not intended to create contractual rights or entitlements. To the extent that this Policy imposes any obligations on the Group, those obligations are not contractual and do not give rise to any contractual rights. The terms of a person's engagement that are intended to be contractual are set out in that person's written engagement or employment contract.

12.2 The Company may vary, replace or withdraw this Policy at any time, provided that any such change is approved by the Board.

13. REVIEW

13.1 The Board will review this Policy at least annually and update it as required to reflect changes in law, regulation, ASX guidance and the Group's business.

SCHEDULE 1 — WHISTLEBLOWER PROTECTION OFFICERS AND REPORTING CHANNELS

The Whistleblower Protection Officers currently appointed under this Policy are:

Role	Name	Contact
Chief People Officer (or equivalent)	Samantha Cleeton	samantha.cleeton@playsidestudios.com
Chief Financial Officer and Company Secretary	Colin Lai	colin.lai@playsidestudios.com

Anonymous reporting portal: https://forms.wix.com/f/7110078771306168783

Any change to the Whistleblower Protection Officers or reporting channels will be communicated by the Company and updated in this Schedule 1. A change to Schedule 1 does not require a variation to the substantive text of this Policy.

VERSION CONTROL

Version	Approved by	Date approved	Summary of changes	Next review
1.0	Board	1 September 2023	Prior version	
2.0	Board	14 August 2026	Full review; realigned with Part 9.4AAA of the Corporations Act and Recommendation 3.3; introduced "Eligible Whistleblower", "Disclosable Matter" and "Eligible Recipient" defined terms; expanded protections (identity confidentiality with statutory offence reference, detrimental conduct prohibition and remedies, civil/criminal/administrative liability protection); added fair treatment of persons subject to disclosures; added structured investigation framework; added Board/ARC oversight (Rec 3.3(b)) with half-yearly reporting; added training and awareness; added emergency and public interest disclosure guidance; moved specific Whistleblower Protection Officer details into Schedule 1 for operational flexibility; fixed automatic numbering glitches, typos and spelling	2027