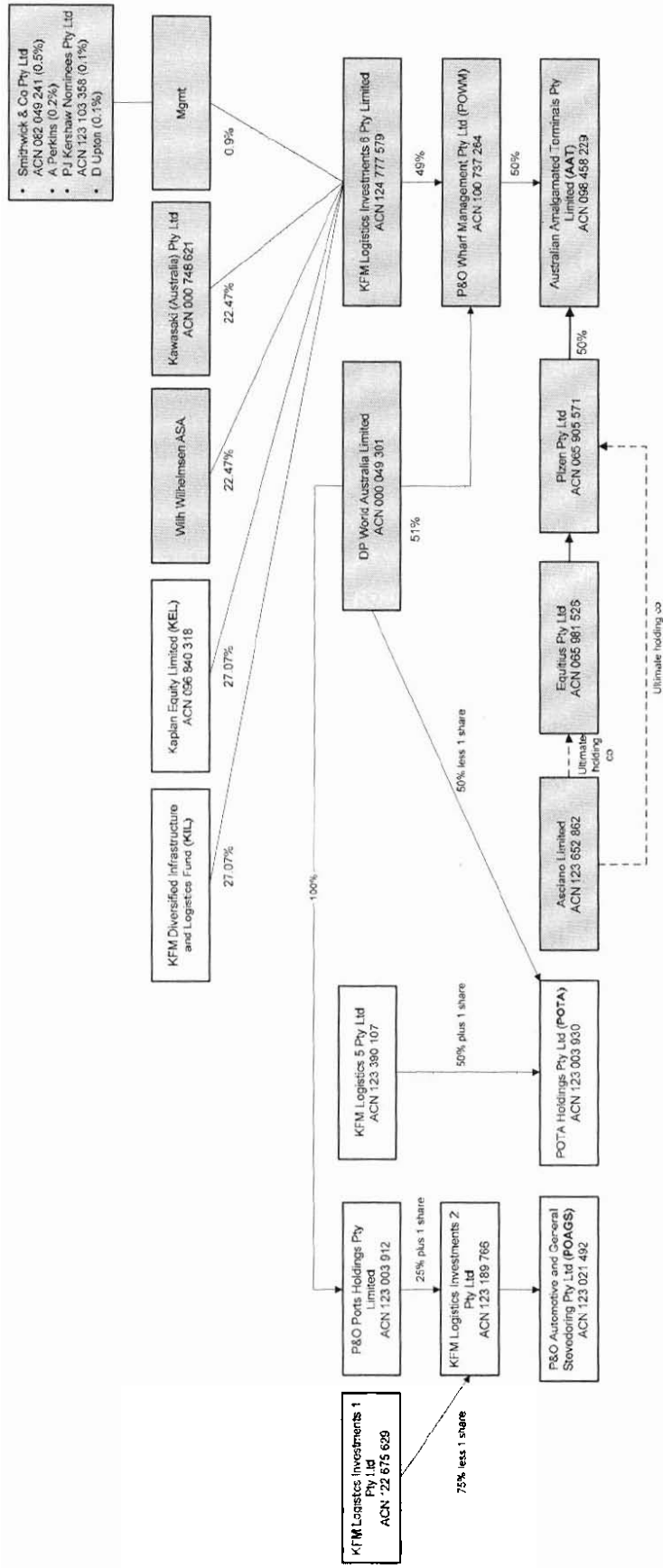


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## Appendix A – Corporate structure diagram

Australian Amalgamated Terminals (AAT)



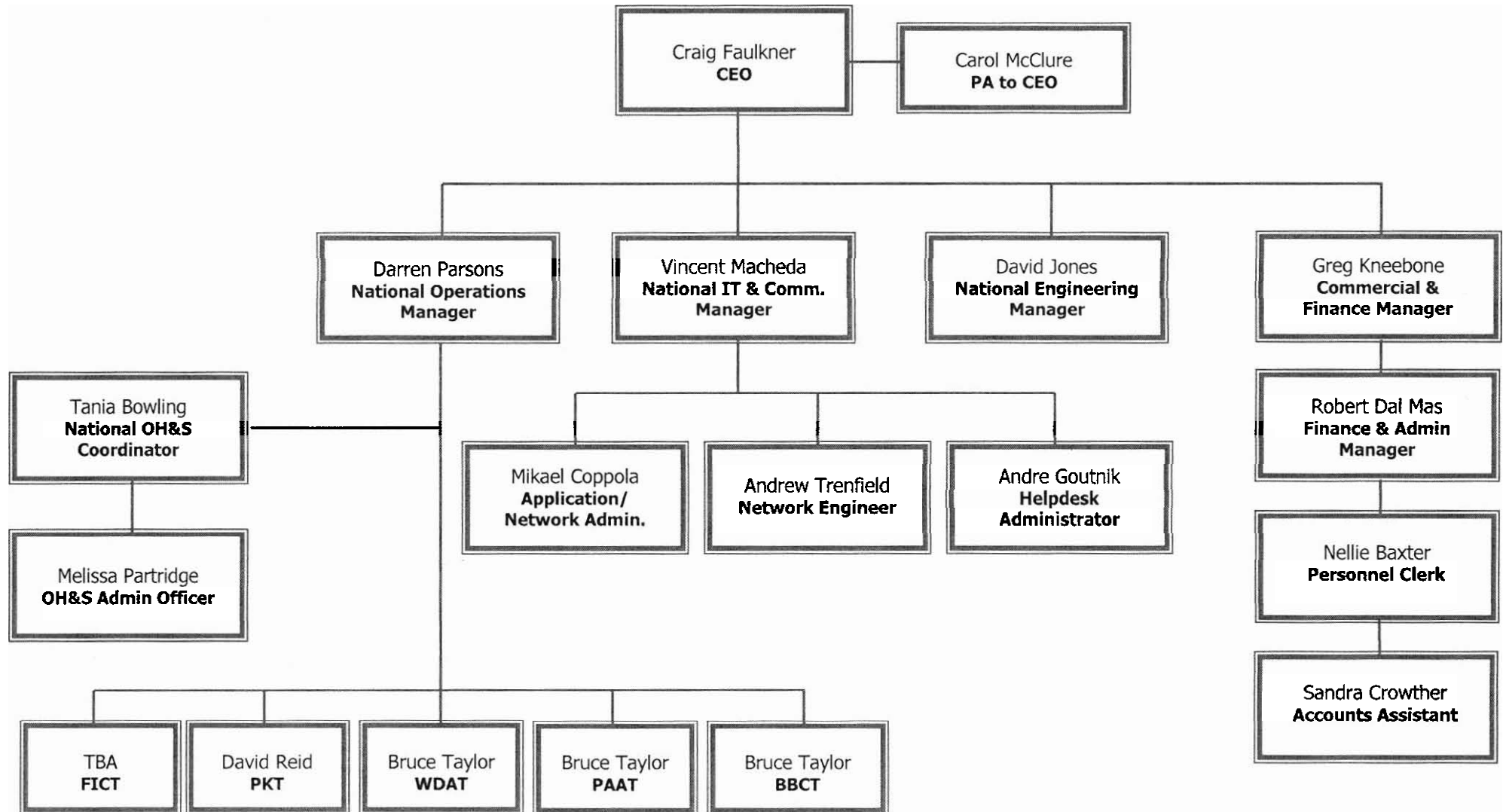
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## Appendix B – Management structure



# Australian Amalgamated Terminals Pty Ltd

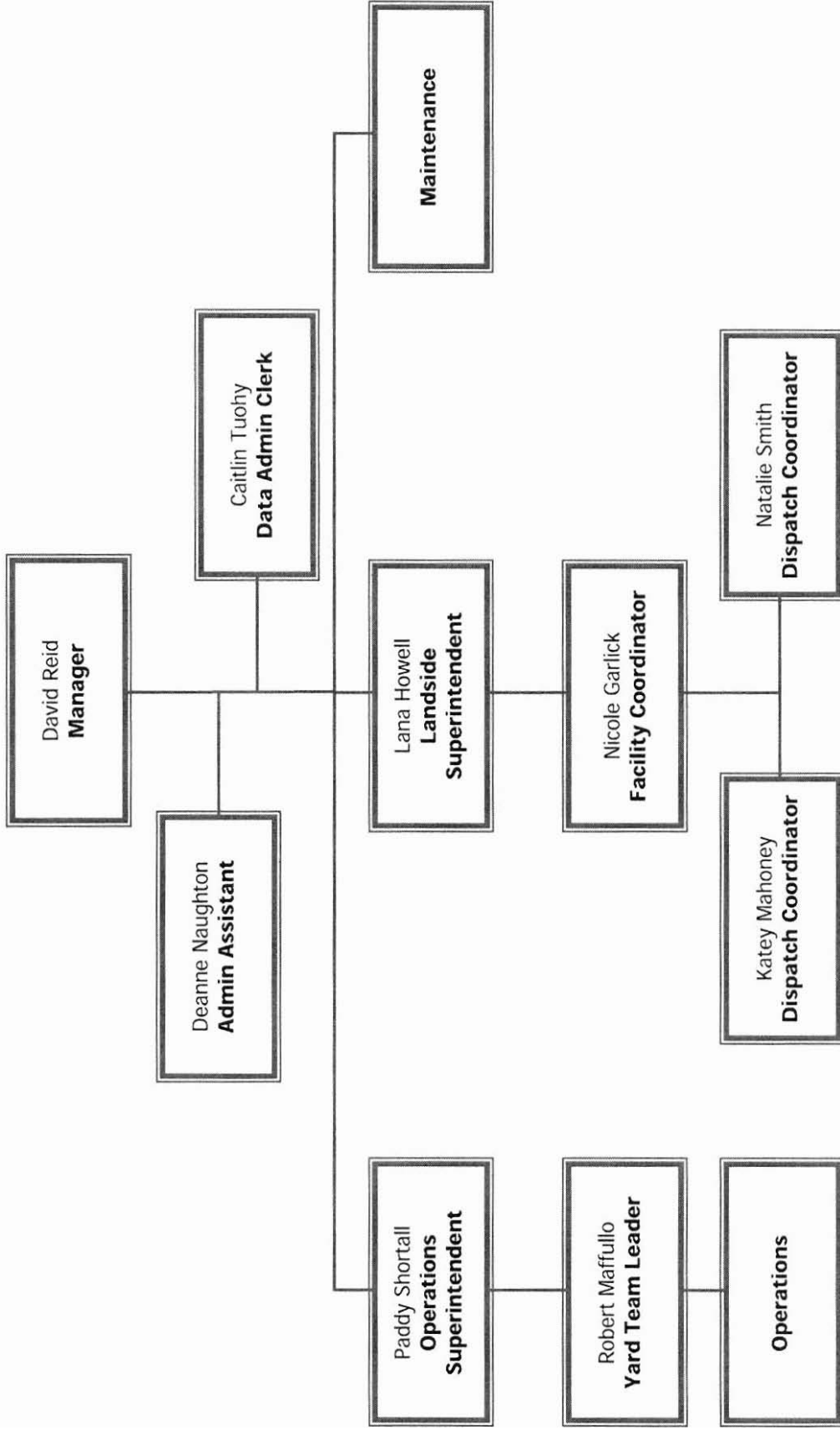
## Management





# Australian Amalgamated Terminals Pty Ltd

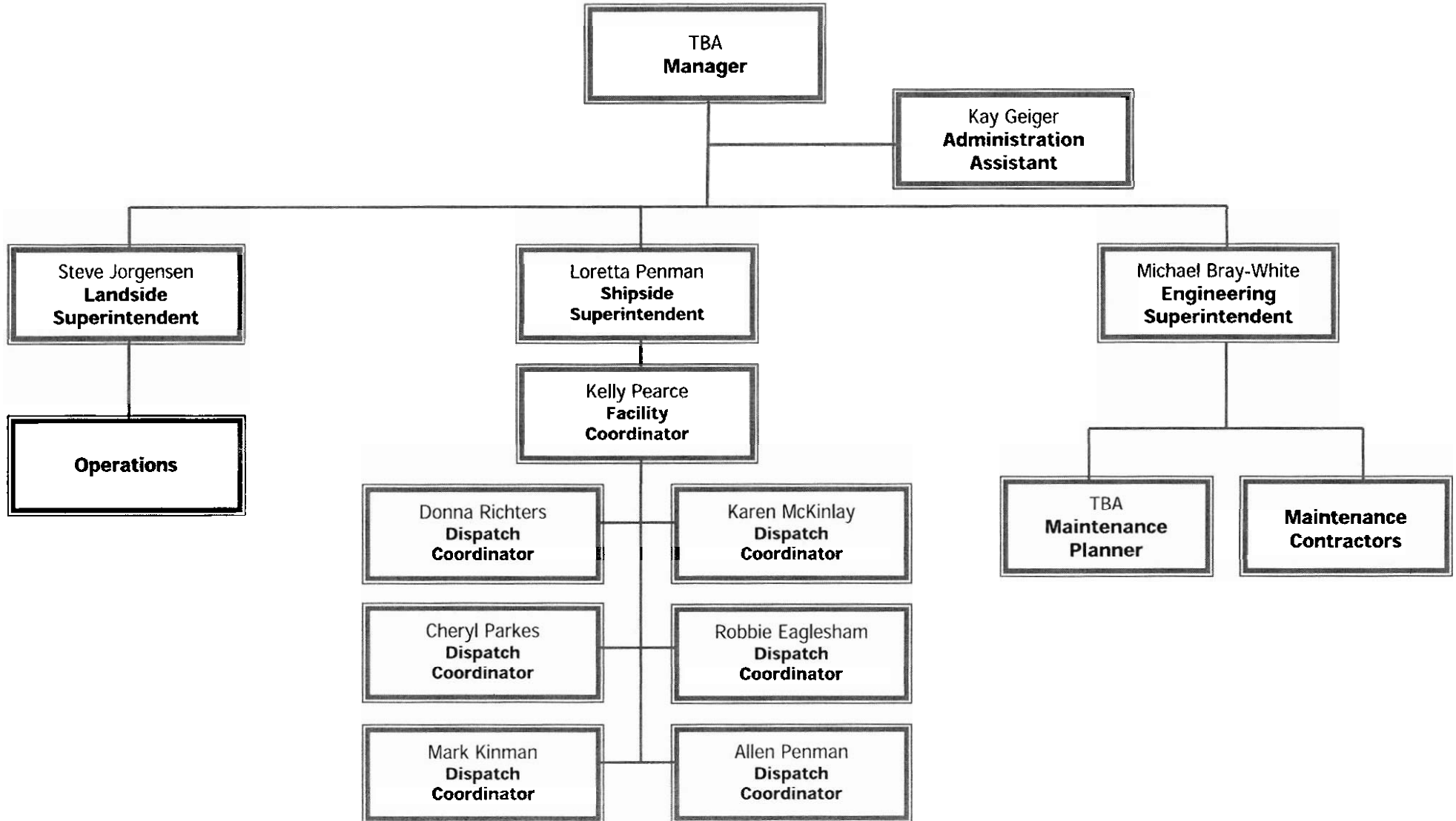
## Port Kembla Terminal





# Australian Amalgamated Terminals Pty Ltd

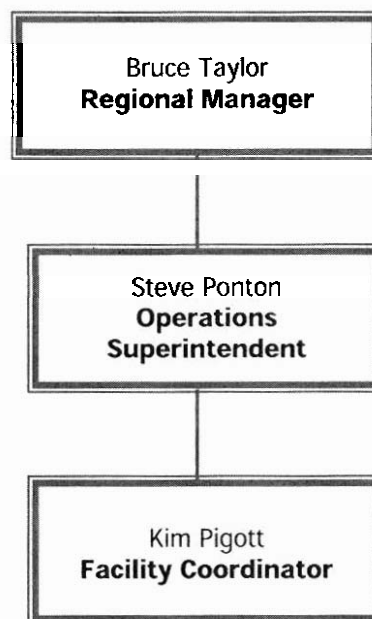
## Fisherman Islands Cargo Terminal





## Australian Amalgamated Terminals Pty Ltd

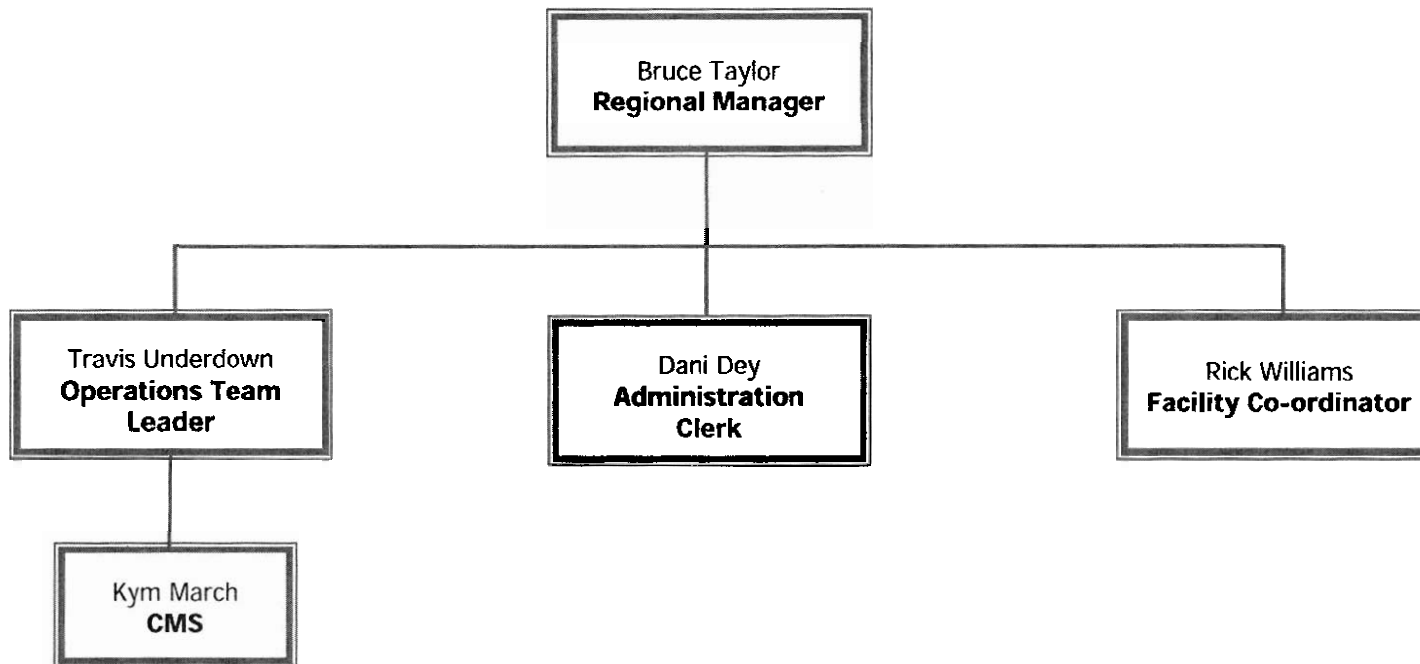
### Webb Dock Automotive Terminal





# Australian Amalgamated Terminals Pty Ltd

## Port Adelaide Automotive Terminal







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## Appendix C – Corporate Governance Policies



## COMPLIANCE POLICY

### TRADE PRACTICES COMPLIANCE GUIDE FOR SITE MANAGERS

As a site manager, you are responsible for achieving trade practices compliance within your area of responsibility. In particular, you are responsible for:

- (a) cooperating with and supporting AAT's Trade Practices Compliance Manager and encouraging members of your team to do the same;
- (b) attending trade practices compliance training and nominating members of your team who are also required to attend face-to-face training sessions;
- (c) raising with AAT's Trade Practices Compliance Manager
  - (i) any inadequacies in resources that you consider you need to achieve compliance in your area,
  - (ii) any compliance exposures in your area that you have identified, and
  - (iii) any trade practices breaches or potential breaches of which you become aware.
- (d) overseeing contracting arrangements with third parties to ensure that you take account of AAT's trade practices compliance obligations, and
- (e) promptly advising the Trade Practices Compliance Manager of all exits and entries of staff in your teams who require trade practices training (including, where relevant, changes in position or responsibilities of a team member).

Board Approval: 27<sup>th</sup> February 2009



COMPLIANCE POLICY

## COMPLIANCE POLICY

### AAT's commitment to compliance

Excellence in business conduct is a key to our continued success in our dealings with those with whom we do business. Sound business practice requires that AAT and its officers, employees and agents act fairly, honestly and lawfully in their commercial activities. We must conduct ourselves in accordance with the highest principles of fair and ethical business practice.

Compliance with AAT's policies and Australian laws applicable to our business must be a priority for each of us. AAT is committed to complying with all laws. AAT's Board of Directors (**the Board**) has adopted policies that ensure compliance with trade practices legislation, govern the treatment of confidential information and require non-discrimination principles be applied in business dealings. The Board has also adopted a whistleblower policy.

The policies are designed to help guide our business conduct. The basic rules for compliance are mostly straight forward. The policies do not prescribe expected conduct for every situation. If you have any doubts about any proposed course of action, refer the matter immediately to your supervisor. Please do the same if you are concerned about any practice elsewhere in our company or on the part of our competitors or suppliers.

The policies apply to all AAT officers, employees and agents, no matter where you work, so it is important that you read and understand it. Compliance with the policies will have a significant impact on our business success and reputation. Both the AAT Board of Directors and I fully support the principles set forth in the policies.



Craig Faulkner  
Chief Executive Officer  
Australian Amalgamated Terminals

Board Approval, 27<sup>th</sup> February 2009



**AAT**

## COMPLIANCE POLICY

### **Application for Price Variation**

#### **Procedure for Price on Application**

In order to provide some structure and transparency in the process for dealing with price applications by stevedores. The process to be applied for any application including POA's is set out below

This procedure also incorporates the authority limits granted to AAT managers in dealing with these issues

#### **Background**

AAT set their original tariffs for automotive terminals and therefore the tariff schedule was simple and straight forward. With the development of multi-purpose terminals a decision was made for ease of administration to adopt a simplified tariff

A Price on Application (POA) was inserted into the tariff so that clients were able to approach AAT for consideration of Heavy lift/Project cargoes, under hook/direct to truck.

#### **Process**

- 1 All stevedores have been advised that any application for a POA is to be sent to the AAT Commercial Manager. His contact details have been provided.
- 2 AAT will only accept applications from the nominated representative of the stevedore
- 3 AAT site managers have been informed of this process and they are to ensure if any applications are received they are to advise the applicant of the process in place
- 4 AAT will attempt to turn around the application as soon as possible
- 5 A dispute resolution clause is held within the stevedore licence for any dispute not resolved about AAT Tariffs



## COMPLIANCE POLICY

### **AAT procedure**

The following procedure is to be carried out within AAT on receiving such an application.

- 1 Application received by Commercial Manager
- 2 Reviewed by Commercial Manager and discussed with National Operations Manager and applicable site manager as required.
- 3 Response sent to client copying in National Operations Manager and the applicable Site Manager
- 4 Response to be sent within 24 hours or as soon as possible thereafter
- 5 If there is any difference of opinion or concerns by the managers of AAT they are to refer the matter to the CEO. The final decision will be made by the CEO.
- 6 If they are considering authorizing any change greater than their authority level they are to refer the matter to the CEO. The final decision will be made by the CEO.

### **Authority Levels**

Authority levels are dealt with in the Company Financial procedures, the applicable section is attached

The current revenue levels authorized for AAT Managers are as follows

Management Level	Authority Level
Site Managers	\$15,000
National Managers	\$30,000

### **POA Policy to be applied**

The parameters that AAT consider these requests upon are that the stevedore (or shipping line through the stevedore) must apply before the arrival of the vessel and nominate the vessel and describe the cargo. These cargoes (Heavy Lifts/Project cargoes) are outside the standard contract terms that the stevedore has with the shipping line. This POA procedure allows AAT to review the cargo and determine what the appropriate rate is that should be applied. Project cargoes that are treated in this manner are normally single heavy and high



## COMPLIANCE POLICY

volume pieces of equipment that are subject to restricted road movements, e.g. railway carriages, reactors, rotors, generators, heat exchangers etc. There is no set outcome and AAT is at liberty to set the tariff it considers is appropriate for the costs involved.

There are three standard basis of charging for "Heavy Lifts/Project cargo" as follows-

- (a) One basis is to convert the revenue tonne of the cargo to container equivalents (volume/container volume) and apply the FAC and SAC as a number of container equivalents. This is used for regular shape cargo which is either skid mounted or has lifting hooks e.g. site sheds.
- (b) The second basis used is to apply a one off rate (not the advertised tariff) to the revenue tonnes for FAC and SAC.
- (c) The third basis is to apply the published rates for general cargo. This is done when the Project cargo is the only cargo to be loaded or unloaded and the overall value is low or the Project cargo is dismantled down into a large quantity of pieces.

There are times where normal cargo is allowed to be discharged "under hook" and hence no R & D is provided or charged, however this treatment does not class the cargo as "Project cargo or POA".

Board Approval: 27<sup>th</sup> February 2009



## COMPLIANCE POLICY

### Annual Review of AAT Tariff

#### Procedure

In order to provide some structure and transparency in the process for dealing with the annual review of tariffs. The process to be applied for all reviews is set out below.

#### Background

Annual reviews for site tariffs are carried out at differing times of the year for the various sites. These reviews are carried out at head office by the CEO and the Commercial Manager. The final decision is to be made by the CEO. These reviews take into account the variations in costs and volumes in order to set the tariffs for the following 12 months

#### Annual Review Process

- 1 The tariff review for the site is to be commenced four months prior to the effective review date of the applicable tariff
- 2 In order for this to occur the Port Authority has to have carried out its annual review of the land cost. This will be notification to AAT of a CPI review or a full market review
- 3 The timing of the Port Authority land rental review will determine the date of the AAT review and implementation
- 4 Port Corporations will need to be advised of the new proposed tariffs. There are differing requirements set out in the leases which need to be adhered to as set out below

- Sydney Ports require tariff schedule within 5 business days of the charges being increased and on the annual review date

- Port Kembla Port Corporation require tariff schedule to be provided 30 business days prior to effective date of the tariff schedule

- Port of Brisbane requires 14 days notice of any changes to the tariff schedule





## COMPLIANCE POLICY

Port of Melbourne, Flinders Ports and Tasports require no specific notification

- 5 Three months notice is provided before any new tariff is implemented
- 6 Notices advising of the new tariff are sent to the Stevedores and Industry Bodies as applicable

### **Intermediate Reviews**

If an intermediate review is to be carried out for a site tariff then the following procedure is to be followed

- 1 Commercial Manager and CEO carry out the review. The final decision is to be made by the CEO
- 2 Intermediate review provided to applicable Port Authority
- 3 Three months notice provided of the intermediate review
- 4 Notices sent to the Stevedores and Industry Bodies as applicable

Board Approval: 27<sup>th</sup> February 2009



## COMPLIANCE POLICY

# AAT STAFF COMPLIANCE POLICY

## TRADE PRACTICES COMPLIANCE

As an employee of AAT you are responsible for ensuring that your conduct complies with the laws in Australia, including all applicable trade practices laws. This involves:

- performing all duties in a lawful manner

where appropriate, satisfactorily completing relevant face-to-face trade practices compliance training, and

- reporting and escalating compliance concerns, issues and failures in accordance with AAT's policies.

Questions or complaints which may relate to trade practices issues should be referred directly and promptly to the Trade Practices Compliance Manager, Greg Kneebone.

### Trade practices compliance training

The Trade Practices Compliance Manager will notify site managers who must attend group sessions for trade practices compliance training. Those site managers are also responsible for nominating to the Trade Practices Compliance Manager members of their teams who should similarly attend.

All persons nominated as requiring trade practices compliance training must make arrangements to attend the appropriate scheduled training session.

Site managers must read the Trade Practices Compliance Guide for Site Managers. A copy of this can be obtained from the Trade Practices Compliance Manager.

### Basic trade practices which are or may be prohibited under competition laws

**Anti-competitive agreements** arrangements which may substantially lessen, prevent or hinder competition, including

**Price fixing** arrangements between competitors which fix, maintain or control prices.

**Market sharing** arrangements between competitors which involve market sharing, including dividing markets by customers, products or territories.

**Misuse of market power** using market power to damage a competitor or prevent or hinder another person from competing.

**Resale price maintenance** a supplier setting a minimum resale price for its goods or services.

**Exclusive dealing** agreeing to supply or acquire goods or services on a condition of exclusivity where that may substantially lessen, prevent or hinder competition.



## COMPLIANCE POLICY

**Anti-competitive mergers** mergers and acquisitions which may substantially lessen, prevent or hinder competition

**Unconscionable conduct** unfairly taking advantage of the vulnerability of another (individual or small business)

### How to comply with trade practices laws?

#### Don't

ever discuss with AAT's competitors commercial strategies or market issues, including prices, customers or market conditions

discuss prices, customers or market conditions at trade associations or trade meetings

use market leverage to damage a competitor or prevent or hinder them from competing

tell a customer the minimum price they have to re-sell AAT's services

#### Do

report to Trade Practices Compliance Manager any contact from a competitor which you consider suspicious or inappropriate

leave any trade or other meeting or conversation if people start to talk about prices, customers or market conditions and report it to Trade Practices Compliance Manager

#### Be Careful

Speak to the Trade Practices Compliance Manager if you are considering

? entering into a significant commercial agreement which may have some impact on competition, including all potential agreements with a competitor

? offering more favourable terms and conditions to a customer or supplier in return for exclusivity

terminating a distributor or supplier without their consent or because they are a discounter

engaging in competitive practices which may damage a competitor or prevent or hinder them from engaging in competitive conduct

### Sanctions for employees who engage in trade practices breaches

Disciplinary action, including potential dismissal, will be taken against any AAT employee found to have been knowingly or recklessly been involved in a trade practices contravention

In many cases, the law does not permit AAT to indemnify employees who are knowingly or recklessly involved in trade practices breaches



## COMPLIANCE POLICY

### CONFIDENTIALITY

Confidential information means any information which is by its nature confidential, is known to be confidential or which ought to be known to be confidential and includes information that is designated as confidential by the party who provides AAT with the information or by the management of AAT.

To the extent you are afforded access to confidential information you must

- keep confidential information in strict confidence and not disclose or cause or permit the disclosure of confidential information to any person other than the provider of the confidential information, and
- use the confidential information solely for the purposes of AAT's business.

#### Disclosure

If you have access to confidential information you must not disclose the confidential information without the consent of the provider of the confidential information unless

- the confidential information was already disclosed otherwise than in contravention of these confidentiality obligations;
- the confidential information is being disclosed to an external advisor who is subject to obligations of confidentiality; or
- such disclosure is required by law or the rules of a stock exchange.

You must also review the following documents which can be obtained from your site Manager

- Statement from AAT's CEO regarding AAT's Confidentiality Policy,
- AAT Employee Notice, and
- AAT Confidentiality Agreement (employees will be required to execute this document).

### FAIR DEALING POLICY

AAT's ethical standards require honesty and fair dealing. As an employee or officer of AAT you must endeavour to deal fairly with customers, competitors and others with whom AAT conducts business.

You must not, in providing any service, discriminate against any past or present customers of AAT or any third party applying to do business with AAT (**Customer**).

For the purpose of this policy, discriminate means to act in a manner that in respect of the provision of access to, and use of AAT's facilities and all other services that AAT provides to Customers

- (a) treats a Customer more favourably in a material respect than any other Customer



## COMPLIANCE POLICY

- (b) treats a Customer less favourably in a material respect than any other Customer; and
- (c) has the purpose of materially restricting, materially preventing or materially limiting a Customer from competing against any other party in a material respect,

Discrimination as set out above does not apply to discrimination which makes only reasonable allowance for differences arising from the cost or likely cost of providing services resulting from differences in the volume or nature of the services supplied

## WHISTLEBLOWER POLICY AND WHISTLEBLOWER PROTECTION POLICY

If you are aware of any suspected or actual wrong doing or improper conduct (including conduct in breach of AAT operating procedures and policies) by an individual employed or engaged by AAT you are encouraged to make a voluntary disclosure

A disclosure made in good faith and in accordance with this policy is a protected disclosure and AAT will take all reasonable steps to protect the identity of a whistleblower

A whistleblower will not be disadvantaged or victimised as a result of making a protected disclosure. AAT will take all reasonable steps to ensure that a whistleblower does not suffer any discrimination or adverse treatment in relation to their employment or career prospects as a result of making a protected disclosure

### How to make a protected disclosure?

You can make a protected disclosure to:

- your manager, or where you are concerned that the matter may relate to your manager or otherwise wish not to disclose the matter to your manager,
- the Protected Disclosure Officer (the CEO), by

obtaining a protected disclosure form from the protected disclosure officer and returning the completed form to the Protected Disclosure Officer, or

arranging a meeting with the Protected Disclosure Officer

In cases related to the CEO, the Protected Disclosure Officer is the AAT Board Chairman

Disclosure can be anonymous but must contain sufficient information to allow the Protected Disclosure Officer to investigate and take action where necessary

Where possible, AAT will keep the Whistleblower informed of the outcome of any investigation and action taken (if any) in relation to his or her Protected Disclosure



**AAT**

COMPLIANCE POLICY

**AAT COMPLIANCE CONTACTS**

**Trade Practices Compliance Manager**

Greg Kneebone  
Manager, Commercial & Finance  
(03) 8698 6917

**Protected Disclosure Officer**

Craig Faulkner  
Chief Executive Officer  
(03) 8698 6916

Board Approval: 27<sup>th</sup> February 2009



## CORPORATE GOVERNANCE PRINCIPLES

To promote the best corporate governance practices, AAT adheres to these Corporate Governance Principles (**Principles**). The AAT Board of Directors (**the Board**) and management believe that these Principles are in the best interests of AAT, its shareholders and other stakeholders, including employees, customers and suppliers. The Board is responsible for ensuring that AAT has a management team capable of representing these interests and of achieving superior business performance.

- 1 The Board will exercise objective independent judgement on corporate affairs.
- 2 Board members will act on a fully informed basis, in good faith, with due diligence and care and in the best interest of AAT and the shareholders.
- 3 Where Board decisions may affect shareholder groups, the Board should treat all shareholders equally and fairly.
- 4 Members of the Board and management are required to disclose to the Board whether he/she directly, indirectly or on behalf of third parties, have a material interest in any transaction or matter directly affecting the corporation.
- 5 Members of the Board will have no involvement in commercial dealings with management.
- 6 The Board will monitor the effectiveness of these Principles and make changes as needed.

Board Approval: 27<sup>th</sup> February 2009



## COMPLIANCE POLICY

### TRADE PRACTICES COMPLIANCE POLICY

#### STATEMENT OF PRINCIPLE

It is a fundamental requirement of working at AAT that all officers, employees and directors strictly comply with relevant competition and fair trading laws in all of AAT's business dealings.

#### GUIDELINES FOR CONDUCT

##### 1 TRADE PRACTICES COMPLIANCE MANAGER

The AAT Board has appointed Greg Kneebone as the AAT Trade Practices Compliance Manager.

The AAT Trade Practices Compliance Manager has ultimate responsibility for:

- (a) ensuring that adequate systems and procedures for compliance are in place
- (b) identifying trade practices risks and obligations and developing policies and procedures to deal with them,
- (c) implementation of trade practices compliance training for relevant AAT officers and employees including:
  - arranging for regular face to face training to be conducted by a suitably qualified compliance professional or legal practitioner,
  - keeping records of AAT employees who attend trade practices compliance training
  - ensuring that all new employees are provided with a copy of AAT's Compliance Policy which includes a summary of key AAT trade practices obligations, policies and procedures
- (d) ensuring appropriate levels of reporting to AAT executive management regarding trade practices issues and compliance, including reporting on an as-needs basis regarding unanticipated large or urgent trade practices issues,
- (e) ensuring that AAT has in place an effective trade practices complaints handling system which provides for, at a minimum:
  - all serious trade practices complaints (i.e. actual or likely potential breaches of trade practices legislation) to be referred expeditiously to the Trade Practices Compliance Officer; and

a log to be kept of all serious trade practices complaints and how they have been dealt with,
- (f) ensuring periodic monitoring and review of AAT's trade practices compliance policy and procedures; and
- (g) ensuring that any compliance failures are appropriately addressed to ensure that corrective and preventative actions have been implemented and are effective





## COMPLIANCE POLICY

### 2 COMPLIANCE TRAINING

Qualified legal practitioners or compliance professionals will conduct training for relevant AAT officers and employees by way of group sessions to be updated and repeated regularly.

#### 2.1 Persons required to attend training

The Trade Practices Compliance Manager will notify officers and managers who must attend group sessions for trade practices compliance training. Those managers are also responsible for nominating to the Trade Practices Compliance Manager members of their teams who should similarly attend.

All persons nominated as requiring trade practices compliance training must make arrangements to attend the appropriate scheduled training session.

#### 2.2 Areas of trade practices compliance to be covered in training

**Anti-competitive agreements** arrangements which may substantially lessen, prevent or hinder competition, including

**Price fixing** arrangements between competitors which fix, maintain or control prices

**Market sharing** arrangements between competitors which involve market sharing, including dividing markets by customers, products or territories

**Misuse of market power** using market power to damage a competitor or prevent or hinder another person from competing

**Resale price maintenance** a supplier setting a minimum resale price for its goods or services

**Exclusive dealing** agreeing to supply or acquire goods or services on a condition of exclusivity where that may substantially lessen, prevent or hinder competition

**Anti-competitive mergers** mergers and acquisitions which may substantially lessen, prevent or hinder competition

**Unconscionable conduct** unfairly taking advantage of the vulnerability of another individual or small business.

### 3 SANCTIONS FOR STAFF WHO ENGAGE IN TRADE PRACTICES BREACHES

Disciplinary action, including potential dismissal, will be taken against any AAT staff member found to have been knowingly or recklessly involved in a trade practices contravention.

Board Approval: 27<sup>th</sup> February 2009



**AAT**

## COMPLIANCE POLICY

### CONFIDENTIALITY POLICY

#### STATEMENT OF PRINCIPLE

It is the obligation of all employees, officers and directors to safeguard AAT's confidential information. Employees, officers and directors must hold information in the strictest confidence.

#### GUIDELINES FOR CONDUCT

The AAT Board has established this Confidentiality Policy to ensure that

certain confidential Customer Information about AAT's Customers is not disclosed to the Shareholder Directors

appropriate procedures are in place to maintain the confidentiality and integrity of certain Confidential Information

the risk of conflicts of interest arising in relation to the positions of Shareholder Directors is minimised, and

AAT complies with the provisions of the *Trade Practices Act 1974 (Cth)*

#### 1 CONFIDENTIAL INFORMATION

Directors, management and employees of AAT, to the extent they are afforded access to Confidential Information pursuant to this Confidentiality Policy, must

- keep Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of, Confidential Information to any person other than the provider of the Confidential Information and the persons described in this clause, and
- use the Confidential Information solely for the purposes of AAT's business

##### 1.1 Disclosure

If an employee, management or director has access to Confidential Information, he/she will not disclose the Confidential Information without the consent of the provider of the Confidential Information unless

the Confidential Information was already disclosed otherwise than in contravention of these confidentiality obligations,

the Confidential Information is being disclosed to an external advisor who is subject to obligations of confidentiality, or

such disclosure is required by law or the rules of a stock exchange



## COMPLIANCE POLICY

### 1.2 Identifying type of information

- (i) Any party who provides AAT with information will be responsible for identifying what information that they provide to AAT is Confidential Information.
- (ii) Management of AAT will be responsible for identifying what information is Confidential Information, and where appropriate within the information identified as Confidential Information, what information is also Customer Information.
- (iii) Information that is Confidential Information or Customer Information must be, when identified, appropriately marked or designated in a way that makes it clear that such information is Confidential Information and/or Customer Information.

## 2 DIRECTORS

### 2.1 Duties and conflicts of interest

Each Director

acknowledges that he/she must not take into account the interests of the Shareholder who nominated them in performing their duties and functions as a Director

must not use their position as a director of AAT or any information obtained as a director of AAT, to gain an advantage for themselves or their nominating Shareholder, or to cause detriment to AAT

- acknowledges that he/she will have no involvement in commercial dealings with management

### 2.2 Access to information

- (a) The Directors of AAT require sufficient information for them to make decisions in relation to:
  - (i) the financing and capital structure of AAT,
  - (ii) the expansion of the AAT business and acquisitions of substantial assets
  - (iii) the appointment of or change of auditors for AAT,
  - (iv) key corporate changes, including a merger, trade sale, initial public offering, dissolution, suspension or winding up of the AAT business or constitutional amendments in respect of the AAT business,
  - (v) annual budgets (including capital and operating expenditure) and approvals of expenditures and liabilities outside the budget of the AAT business
  - (vi) commencing, defending or settling claims of or against AAT or themselves personally
  - (vii) ensuring that AAT is complying with all laws
  - (viii) and that as a general principle, this information can be provided without access to Customer Information, or Customer Information containing Confidential Information



## COMPLIANCE POLICY

- (b) A Director will not, by virtue of his or her position as a Director, require management to provide or obtain access Customer Information containing Confidential Information unless required by law. Directors are entitled to receive Customer Information in aggregated and summary form provided such information does not disclose Confidential Information about the assets, business or affairs of particular competitors of the Shareholders or particular competitors of their Related Bodies Corporate.
- (c) If in a Director's reasonable opinion, he/she requires any Customer Information in order to discharge his/her duty as a Director, the following procedure must be followed:
- (i) The Director must request the information from the CEO, providing details of why he/she believes he/she requires access to the information;
  - (ii) The CEO must promptly notify the Board of the request and provide it with details of why the Director requires the information in question;
  - (iii) The Board must consider whether to permit the Director access to the Customer Information requested;
  - (iv) The CEO must notify the provider of the Customer Information about its possible disclosure and giving that person the opportunity to:
    - (A) consent to the disclosure of the Customer Information;
    - (B) withdraw the Customer Information, or
    - (C) amend the Customer Information to a form in which they are satisfied the Director can view it.
  - (v) After paragraph (iv) has been complied with, the Board may, by Majority resolution, permit the Director access to the information requested and may impose conditions on the disclosure of the information requested, including notification of the release of the information to the relevant Customer. Any objections to the disclosure of the information must be noted in the minutes of the Board meeting together with the reasons that disclosure of the information was considered necessary for the discharge of the Director's duties;
  - (vi) If the Board does not resolve to permit the Director access to the information referred to above, the Board must if the Director so requires, seek independent legal advice as to whether the Director requires the information to carry out their duties as a Director.

### 2.3 Further assurance

Each Director acknowledges that this Confidentiality Policy is not, nor is it intended to be, a summary of the duties of the Directors at law or in equity. Rather the policy reflects some of the common principles of good corporate governance to be adopted within AAT. Nothing in this Confidentiality Policy obliges any Director to act in a manner contrary to the law.



## COMPLIANCE POLICY

### 3 SHAREHOLDERS

#### 3.1 Shareholders' objectives as Customers

Each Shareholder may also be a Customer of AAT and as such will share the confidentiality objectives of all Customers in relation to their own information and data.

The Shareholders recognise the need to separate their interests as equity investors and users of AAT services and acknowledge their commitment to, and observance of, this Confidentiality Policy.

#### 3.2 Access to information

- (a) The Shareholders acknowledge that he/she will not, by virtue of their positions as Shareholders, require from management, or have access to, Customer Information containing Confidential Information but are entitled to receive Customer Information in aggregated and summary form provided such information does not disclose Confidential Information about the assets, business or affairs of particular competitors of Shareholders or particular competitors of their Related Bodies Corporate.
- (b) Each Shareholder acknowledges that all information provided to it under section 2.2(b)(i) above is provided solely for the Shareholder's use in its capacity as a Shareholder and must not be used for any other purposes.
- (c) Nothing in this Confidentiality Policy obliges any Shareholder to act in a manner contrary to the law.

### 4 MANAGEMENT

The CEO, together with the management of AAT, is responsible for the day to day management of AAT and for implementing the direction and strategy set by the Board. AAT senior management will be responsible for ensuring that:

- each employee is provided with a copy of the AAT Staff Compliance Policy which sets out the confidentiality obligations in section 1 above and agrees to abide by them; and
- this Confidentiality Policy is observed,

but nothing in this policy obliges any employee to act in a manner contrary to the law.

#### Disclosure of and access to information

The CEO, together with the management of AAT, will ensure that Confidential Information is only disclosed or made available to persons with a need to know in accordance with this Confidentiality Policy. The Trade Practices Compliance Officer will be responsible for authorising any disclosure of or access to Confidential Information to any person.

The CEO, together with the management of AAT, will ensure that Customer Information is only disclosed or made available to persons with a need to know in accordance with this Confidentiality Policy.

#### The CEO

The CEO is independent of the Shareholders.



## COMPLIANCE POLICY

### 5 DEFINITIONS

**Confidential Information** means any information which is by its nature is commercially or competitively sensitive, which it known to be commercially or competitively sensitive, or which ought to be known to be commercially or competitively sensitive and it includes information which is marked as Confidential Information by

- (i) the provider of that information, or
- (ii) AAT management in accordance with section 1.2 of this policy

**Customer** means past and present customers of AAT or any third party applying to do business with AAT;

**Customer Information** means information and data regarding the assets or affairs of all Customers and includes information and data regarding the assets and affairs of the Shareholders. Customer Information may include Confidential Information;

**Director** means a duly appointed director of AAT in accordance with the Shareholders' Agreement.

**Majority**, in respect of a board resolution, means that resolution being passed with a majority of 75% or more of the votes cast on the resolution.

**Related Bodies Corporate** has the meaning given to it in the *Trade Practices Act 1974 (Cth)*.

**Shareholders** means P&O Wharf Management Pty Limited (ACN 100 737 264) or Plizen Pty Limited (ACN 065 905 571) and their successors or assignees.

**Shareholders' Agreement** means the Shareholders' Agreement entered into on 2 December 2002 between AAT, P&O Wharf Management Pty Limited (ACN 100 737 264) and Plizen Pty Limited (ACN 065 905 571) as amended from time to time, and

**Shareholder Directors** means directors appointed by a Shareholder under the terms of the Shareholders' Agreement

Board Approval: 27<sup>th</sup> February 2009



## COMPLIANCE POLICY

### FAIR DEALING POLICY

#### STATEMENT OF PRINCIPLE

AAT's ethical standards require honesty and fair dealing. Each employee, officer and director will endeavour to deal fairly with customers, competitors and others with whom AAT conducts business. No employee, officer or directors may take unfair advantage of another through concealment, abuse of privileged information, misrepresentation of material facts or any other intentional unfair dealing practice.

#### GUIDELINES FOR CONDUCT

##### 1 OPEN ACCESS PRINCIPLES

AAT will conduct its business in accordance with the following open access principles:

- (a) AAT must not, in providing any service, Discriminate against any past or present customers of AAT or any third party applying to do business with AAT (**Customer**).
- (b) For the purpose of these principles, Discriminate means to act in a manner that in respect of the provision of access to, and use of AAT's facilities and all other services that AAT provides to Customers:
  - (i) treats a Customer more favourably in a material respect than any other Customer,
  - (ii) treats a Customer less favourably in a material respect than any other Customer,
  - (iii) has the purpose of materially restricting, materially preventing or materially limiting a Customer from competing against any other party in a material respect,
- (c) Discrimination under clause 1(b) does not apply to discrimination which makes only reasonable allowance for differences arising from the cost or likely cost of providing services resulting from differences in the volume or nature of the services supplied.
- (d) AAT must conduct its dealings with any Shareholder, in its capacity as a customer of AAT on an arms length basis and provide its services on ordinary commercial terms.

##### 2 DISPUTE RESOLUTION

###### 2.1 Application

AAT and the Customer agree that all disputes arising under or in connection with this policy must be resolved in accordance with these dispute resolution procedures under this clause 2. Neither AAT nor the Customer may commence legal proceedings against the other party unless it has first complied with this clause 2. The dispute and any terms for its resolution are to be kept strictly confidential by AAT and the Customer at all times except to the extent that disclosure is required by law.



## COMPLIANCE POLICY

### 2.2 Initial escalation procedure

If either AAT or the Customer has a dispute with the other, they must first use all reasonable endeavors to resolve it at a local level as soon as possible. A person nominated by the Customer must enter into good faith discussions with the relevant on-site manager of the AAT facility employed by or contracted to AAT with a view to resolving the dispute.

### 2.3 Escalation to Chief Executive Officer level

If the dispute is not resolved under clause 2.2 within seven days following written notice from either party to the other that a dispute exists and a party wishes to resolve that dispute, each party shall nominate its CEO to enter into good faith discussions to resolve the dispute. Each party must ensure that its CEO acts in good faith and uses all reasonable endeavours to resolve the relevant dispute as soon as practicable.

### 2.4 Mediation

- (a) If the dispute is not resolved under clause 2.3 within seven days, it will be referred to mediation under this clause 2.4.
- (b) If AAT and the Customer cannot agree on an independent mediator within five days of the escalation of a dispute to mediation, either party may apply to the president of the Australian Commercial Disputes Centre requesting appointment of an independent mediator.
- (c) Both parties will use all reasonable endeavours to ensure that a mediation occurs under this clause 2.4 within 14 days of appointing an independent mediator.
- (d) The costs of the mediator shall be borne equally by the parties.

### 2.5 Expert determination

- (a) If the relevant dispute is not resolved under clause 2.4, then either party may refer the dispute to be determined by a retired judge who is practicing in dispute resolution (**Expert**). The selection of the Expert shall be agreed by the parties. The Expert shall decide the dispute as an expert not an arbitrator and his or her decision shall be final and binding on both AAT and the customer.
- (b) The costs of the Expert shall be borne equally by the parties.

### 2.6 Information to be provided to the mediator and Expert

AAT and the Customer will provide information to the mediator and to the Expert as may be required by him or her to decide the dispute. To the extent that AAT provides information about other Customers, this information may be shown only to the mediator and Expert and will not be shown to the Customer. The mediator and the Expert may make recommendations as to steps that might be taken by a party to avoid a repetition of the dispute.

Board Approval: 27<sup>th</sup> February 2009





## COMPLIANCE POLICY

### WHISTLEBLOWERS POLICY AND WHISTLEBLOWER PROTECTION POLICY

#### STATEMENT OF PRINCIPLE

AAT supports good faith disclosure by any individual of suspected or actual wrong doing or improper conduct (including conduct in breach of AAT operating policies and procedures). AAT supports the protection of the identity of any individual who makes such a good faith disclosure. The AAT Board has adopted a whistleblowers policy and a whistleblower protection policy.

#### GUIDELINES FOR CONDUCT

##### 1 PROTECTED DISCLOSURE OFFICER

AAT has appointed the CEO, as the Protected Disclosure Officer. In cases related to the CEO, the Protected Disclosure Officer is the AAT Board Chairman.

###### 1.1 Duties of the Protected Disclosure Officer

The Protected Disclosure Officer will ensure that all files with respect to a protected disclosure, whether paper or electronic, are kept secure and can only be accessed by the Protected Disclosure Officer and other individuals authorised to conduct an investigation and/or take disciplinary action.

In certain circumstances it may be necessary or appropriate for information, including the identity of a Whistleblower, to be forwarded to appropriate law enforcement bodies including state or federal police where appropriate.

The Protected Disclosure Officer will endeavour to consult with the Whistleblower before making such a disclosure, unless otherwise required by law or the circumstances require such disclosure and consultation is not reasonably practicable.

The investigation process and disciplinary steps taken (if any) as a consequence of a protected disclosure will be determined by AAT. Any disciplinary steps taken against a person engaged in misconduct will be conducted in accordance with AAT's disciplinary and termination policies. Where appropriate, improper conduct will be referred to the relevant law enforcement agencies.

Where possible, AAT will keep the Whistleblower informed of the outcome of any investigation and action taken (if any) in relation to his or her protected disclosure.

##### 2 MAKING A PROTECTED DISCLOSURE

The AAT Staff Compliance Policy provides employees with details as to how a protected disclosure can be made.

##### 3 CONFIDENTIALITY AND PROTECTION OF EMPLOYEES WHO MAKE A DISCLOSURE

AAT will take all reasonable steps to protect the identity of a Whistleblower.

AAT's policy is that a Whistleblower should not be disadvantaged or victimised as a result of making a protected disclosure.



## COMPLIANCE POLICY

AAT will take all reasonable steps to ensure that a Whistleblower does not suffer any discrimination or adverse treatment in relation to their employment or career prospects as a result of making a protected disclosure

Board Approval: 27<sup>th</sup> February 2009

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## Appendix D – Port Maps

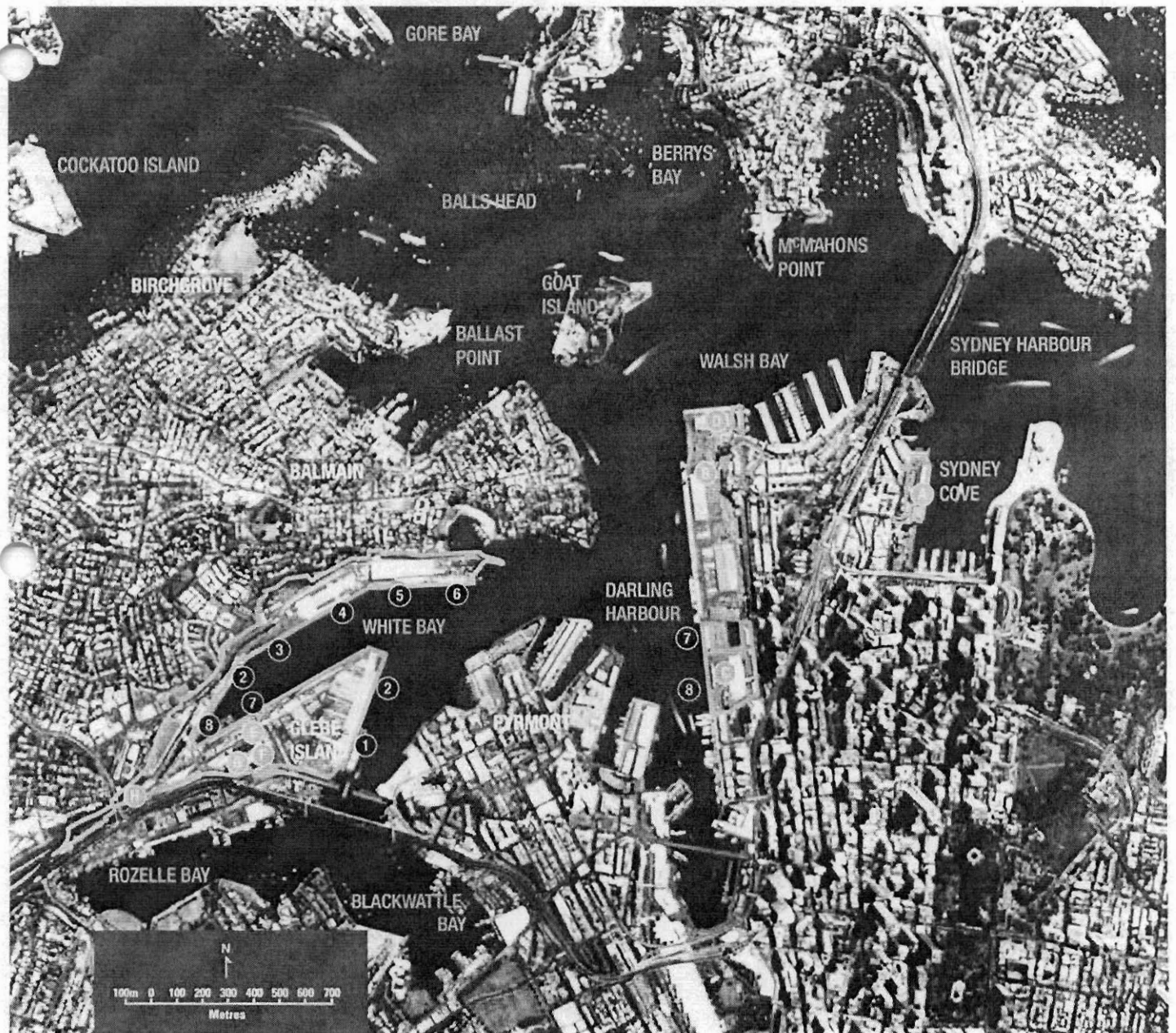
### D.1 Port Jackson

# SYDNEY HARBOUR PORT FACILITIES

Sydney Harbour tenants as at 1 October 2008

- |   |  |   |  |
|---|--|---|--|
| A | Overseas Passenger Terminal                                  | E | Gypsum Resources Australia                                 |
| B | Harbour Control  | F | Sugar Australia  |
| C | Wharf 8 Passenger Terminal                                   | G | Cement Australia   |
| D | Moores Wharf – Sydney Ports Corporation<br>Marine Operations | H | Glebe Island – Sydney Ports Corporation<br>Marine Services |

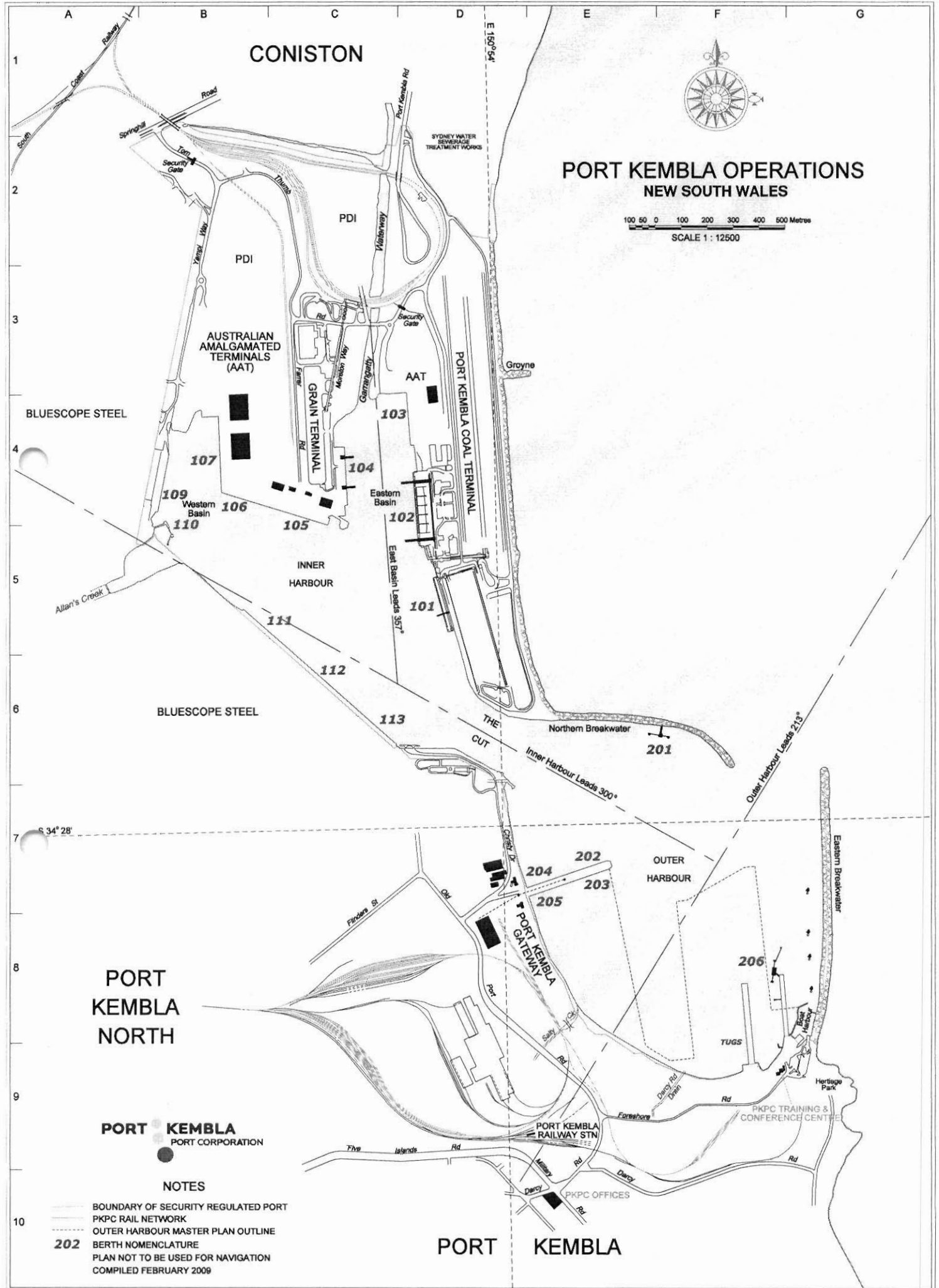
① Berth numbers



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## Appendix D – Port Maps

### D.2 Port Kembla



CONISTON

PORT KEMBLA OPERATIONS  
NEW SOUTH WALES

100 50 0 100 200 300 400 500 Metres  
SCALE 1 : 12500



BLUESCOPE STEEL

BLUESCOPE STEEL

PORT KEMBLA NORTH

PORT KEMBLA

PORT KEMBLA  
PORT CORPORATION

NOTES

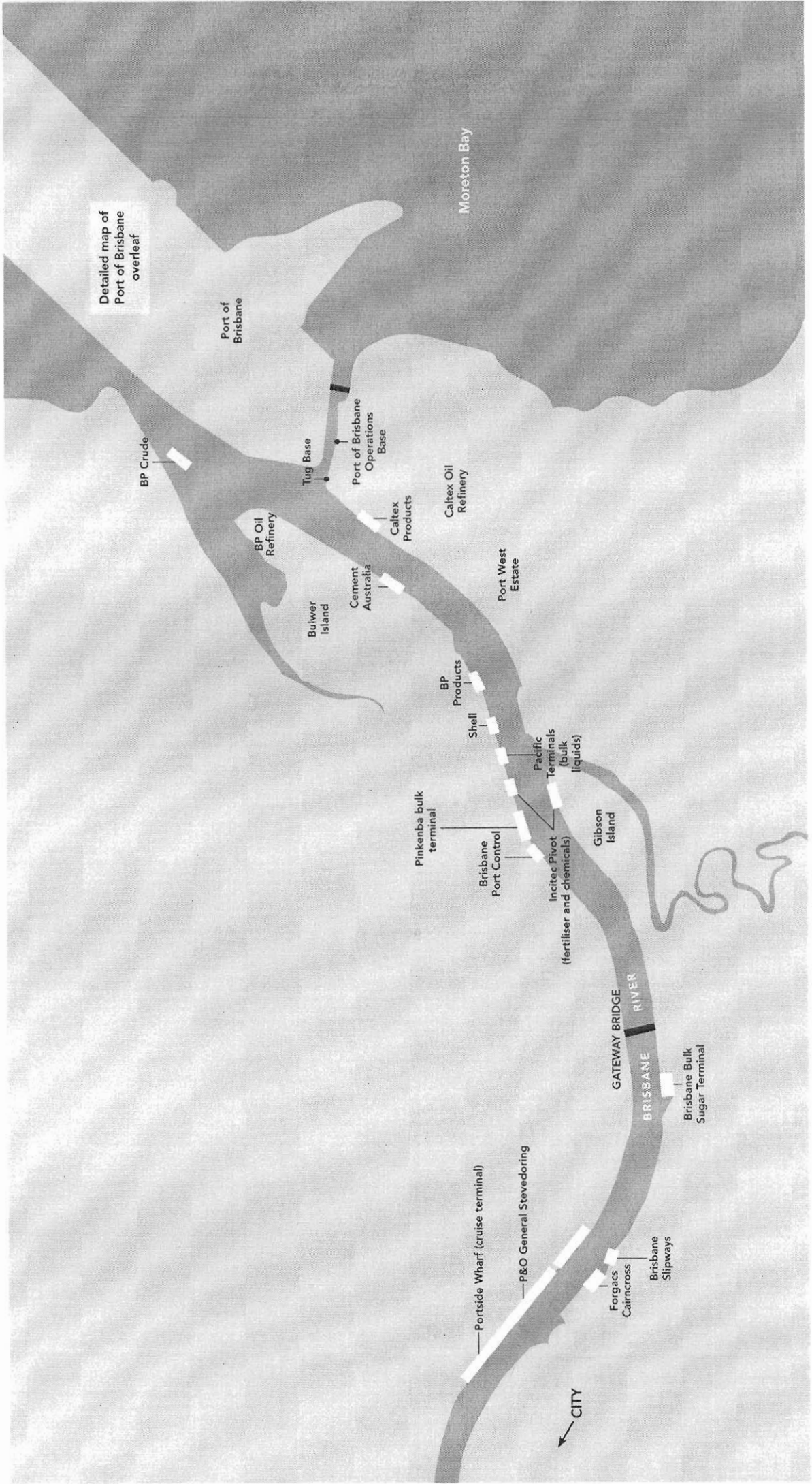
- BOUNDARY OF SECURITY REGULATED PORT
  - PKPC RAIL NETWORK
  - OUTER HARBOUR MASTER PLAN OUTLINE
  - 202 BERTH NOMENCLATURE
- PLAN NOT TO BE USED FOR NAVIGATION  
COMPILED FEBRUARY 2009

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## Appendix D – Port Maps

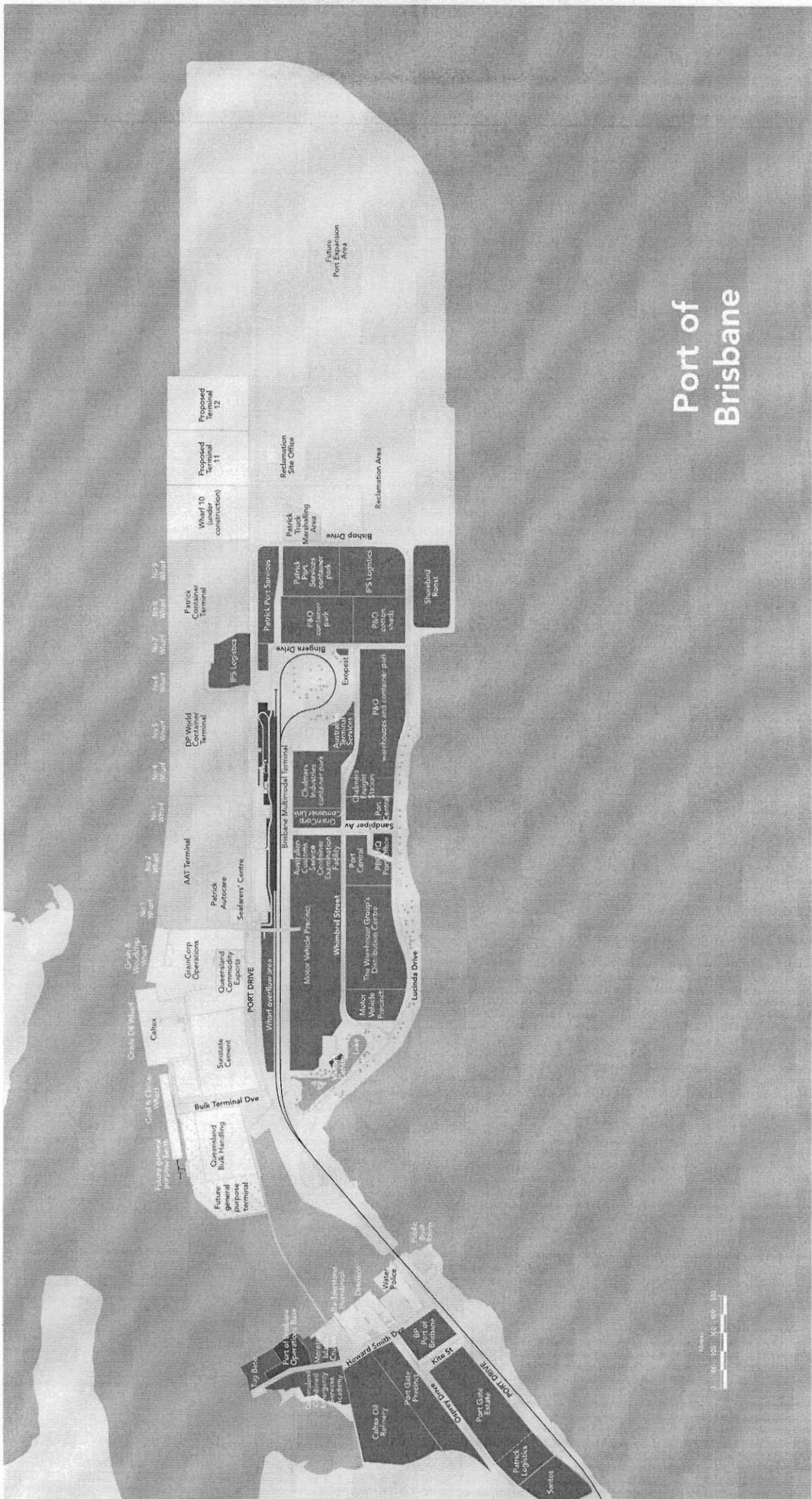
### D.3 Port of Brisbane

Detailed map of Port of Brisbane overleaf





# Port of Brisbane



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## Appendix D – Port Maps

### D.4 Port of Melbourne



Maribyrnong River

Citylink Tollway

YARRAVILLE

Coode Island

Swanson Dock

Appleton Dock

MELBOURNE

DOCKLANDS

Vic Dock

Yarra River

Holden Dock

South Wharf

Westgate Freeway

# PORT OF MELBOURNE LAND, WATER AND CHANNELS

PORT MELBOURNE

SOUTH MELBOURNE

□	PoMC Land
○	Navigation Buoys
●	Navigation Beacons

Webb Dock

Station Pier

WILLIAMSTOWN

Gellibrand Pier

WILLIAMSTOWN CHANNEL

PORT MELBOURNE CHANNEL

PROHIBITED ANCHORAGE

500 0 500 1000 Meters



⚓ Anchorage

Inset

MELBOURNE CHANNEL

Fawcner Beacon

Not to Scale

See Inset

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## Appendix D – Port Maps

### D.5 Port of Adelaide



Lefevre Peninsula

- 8 Grain Berth
- 7
- 6 Adelaide Container Terminal
- 4 Motor Vehicle Terminal  
Roll-on Roll-off
- 3 Cruise Vessels/Roll-on Roll-off
- 2 General Cargo
- 1

Outer Harbor

North Haven

Osborne 1

Dedicated  
soda ash berth

Torrens Island

Port Adelaide River

Gulf St Vincent

Largs Bay

Tankers/Tallow N

Bulk liquid/Petroleum M

Dedicated bulk/Limestone K

Dedicated bulk cement/Clinker H

29 Common user berth

27 Bulk loading

25 Dedicated cargo berth

20

18

Berths 18 to 20  
Inner Harbour berths

Semaphore

Inner Harbour

Flinders Ports Head Office

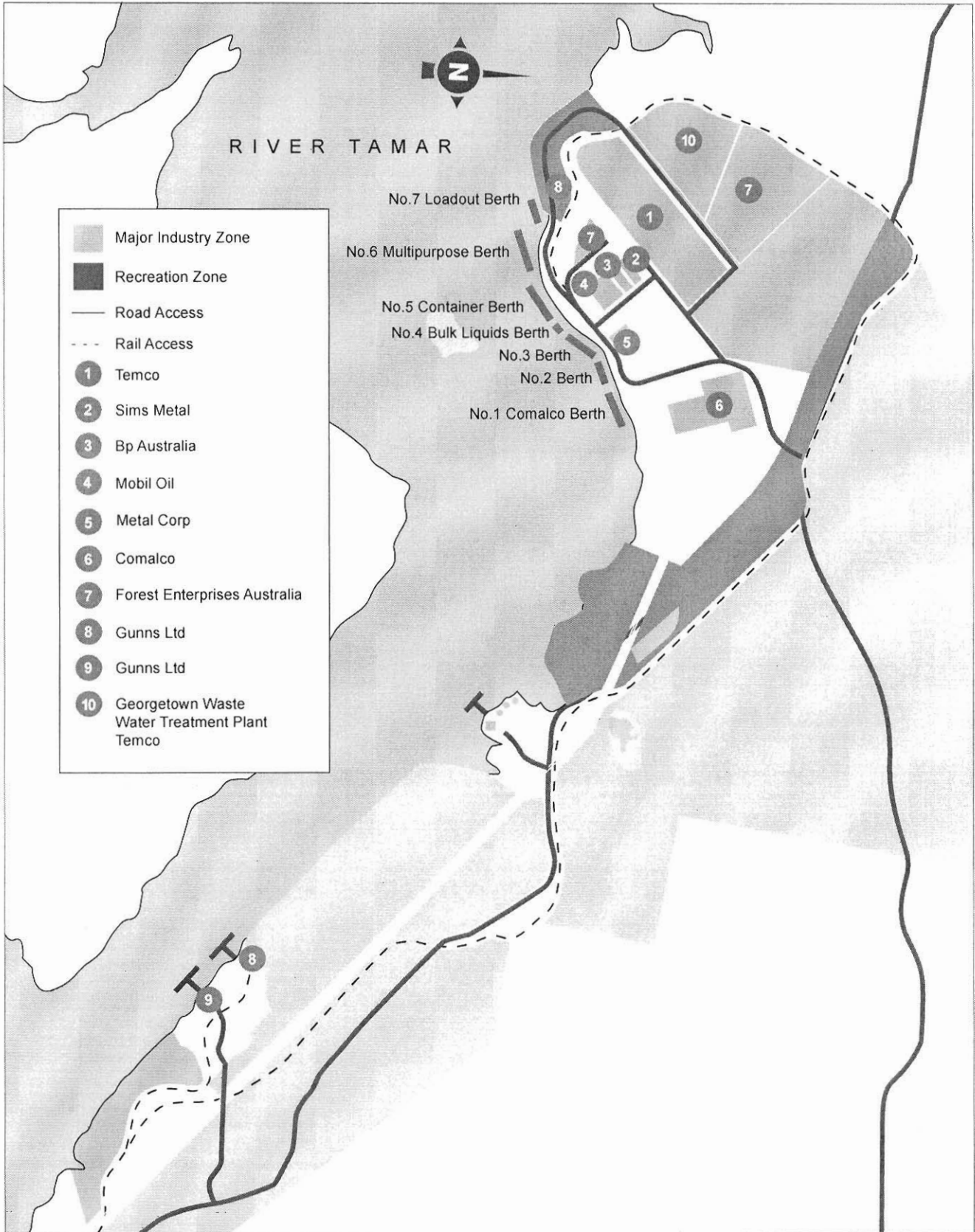
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## Appendix D – Port Maps

### D.6 Bell Bay

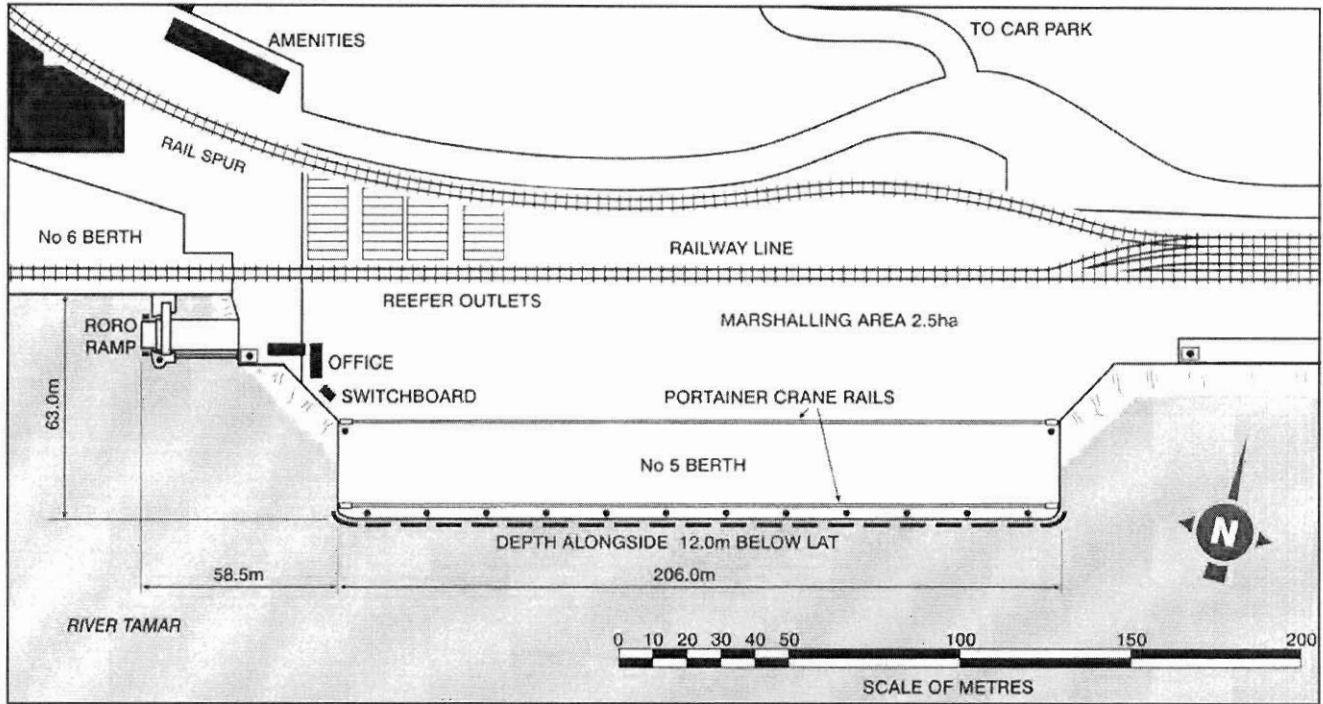
# Bell Bay

## Port Map





# Bell Bay

## No. 5 Berth – Container and General



### Wharf Fenders

-  Queensland Rubber Co  
1000 OD x 600 ID rubber cylinders each corner.
-  Queensland Rubber Co  
700 OD x 450 ID rubber cylinders along face.

### Bollards

-  100 tonne.
-  50 tonne.

## General Description

A welded beam restrained bulkhead berth backfilled and paved.

### Length Of Wharf:

206m

### Depth Alongside:

12.0 at L.A.T.

### Height Of Deck Above Datum:

5.00m

### Cranes:

(a) **Portainer Crane:** (Manufacturer: Deer Park Engineering)(Owner: P&O Ports)

**Capacity and Spreader:** 27.5 Tonnes (20'),  
36 Tonnes (40')

**Max. outreach from wharf fenders:** 31.090m (twin lift), 33.520m (single lift & 40')

**Max. backreach from wharf fenders:** 40.915m.

**Max. lift above wharf deck:** 21.03m.

**Max. depth below wharf deck:** 14.59m.

**Hoist Speed Empty:** 74.4/min.

**Hoist Speed Full Capacity Load:** 36.6/min

**Associated equipment:** Fitted with dual hoist system and twin lift spreader.

(b) **40 tonne mobile harbour crane,** with standard capacity of 40 tonnes (under hook) and heavy lift capacity of 100 tonnes (under hook). (Manufacturer: Gottwald) (Owner: Patrick Stevedores)

**Standard load/radius limits:** 40 tonnes at 11m to 31m, then reducing to 26.0 tonnes at 42m.

**Heavy lift/load radius limits:** 100 tonnes at 11m to 17m, then reducing to 26.0 tonnes at 42m.