
CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS POLICY

1. Background and purpose

- a) BWP Management Limited is the responsible entity for the managed investment scheme known as the BWP Trust (**Trust**).
- b) BWP Management Limited (**Responsible Entity**) is a wholly-owned subsidiary company of BWP Property Group Ltd (**BWP Property Group**), which is a public listed company whose shares are stapled to the units of the Trust (**Stapled Securities**).
- c) The Responsible Entity's obligation is to manage the conflicts of interest that arise in the course of its business so that the interests of unitholders are protected.
- d) The purpose of this Policy is to outline the processes used to identify, manage, disclose and, where applicable, avoid conflicts of interest.

1.2 Interpretation

- a) **Boards** means each board of the Responsible Entity and BWP Property Group.
- b) **BWP Group** means:
 - i) the Trust and all other entities managed by the Responsible Entity and its subsidiaries; and
 - ii) BWP Property Group, the Responsible Entity and their subsidiaries.
- c) **BWP Personnel** means directors, officers, management and staff of the BWP Group and includes people working for the BWP Group such as contractors, agents and consultants.
- d) **Members** means the holders of Stapled Securities.

2. Policy application

- a) This Policy applies to:
 - i) the Responsible Entity as the responsible entity of the Trust;
 - ii) the directors, employees, contractors and to the extent possible, external service providers to the BWP Group (including the Responsible Entity); and
 - iii) all transactions with related parties by any member of the BWP Group.
- b) This Policy operates in conjunction with a number of related policies identified at **section 13** below.

3. Regulatory Framework

3.1 Corporations Act

- a) Section 912A(1)(aa) of the *Corporations Act 2001* (Cth) (**Corporations Act**) requires a financial services licensee to "have in place adequate arrangements for the management of conflicts of interest".
- b) The directors of the Responsible Entity must also consider the fiduciary duties imposed on them under section 601FD of the Corporations Act, including the requirement that directors and officers of the Responsible Entity act in the best interests of unitholders (taking into account the interest of unitholders as holders of Stapled Securities as a whole) and give priority to unitholders' interests over their own or the Responsible Entity's interests.

3.2 ASX Listing Rules

The BWP Group must comply with Chapter 10 of the ASX Listing Rules on transacting on substantial assets with persons in a position of influence, subject to the conditions of any relevant ASX waiver).

3.3 Compliance Plan

The Responsible Entity is required under its Compliance Plan to maintain a Conflicts Management Policy supported by effective conflicts management procedures.

4. Related Party Transactions

A related party transaction is any transaction or arrangement entered into by an entity in the BWP Group with a "related party" that confers a financial benefit to that party.

4.1 Who are "related parties" of the BWP Group?

- a) Any person or entity that controls the BWP Group.
- b) A director of the Responsible Entity or of an entity in the BWP Group, or of an entity that controls the BWP Group.
- c) The spouses, parents or children of the persons referred in (b) above.
- d) Any entity:
 - i) controlled by a person referred to in (a), (b) or (c) above; or
 - ii) in which a person referred to in (a), (b) or (c) above has a material personal interest.
- e) Any other person or entity whose relationship with the BWP Group or an entity in the BWP Group is, in the opinion of the Board, such that this policy should apply to that person or entity.

The rules regarding related party transactions also apply to:

- a) any person who has been involved with a related party at any time in the last six months (even if they are not a related party at the time of the relevant transaction); and
- b) any person who the Board believes, or has reasonable grounds to believe, is likely to become a related party at any time in the future.

The Corporations Act generally requires shareholder approval for financial benefits provided to related parties. Some exceptions may apply as outlined below.

4.2 The 'arm's length' exception

- a) The BWP Group is not required to obtain Member approval for the giving of a financial benefit to a related party if the proposed transaction is on arm's length terms, or on terms that are less favourable to the related party.
- b) In determining whether the arm's length exception applies to a transaction, the Board and/or committees will have regard to the following factors:
 - i) the terms of the transaction and in particular, how those terms compare with those of any comparable transaction the BWP Group has entered into;
 - ii) the nature and content of the negotiations of the transaction, including whether any protocols were adopted by the BWP Group to ensure that conflicts of interest were appropriately managed;
 - iii) the impact of the proposed transaction on the BWP Group and its Members;
 - iv) any other options that may be available; and
 - v) any expert advice received in relation to the proposed transaction.

4.3 Other exceptions

Other exceptions to the requirement in the Corporations Act to obtain Member approval for the giving of a financial benefit to a related party include:

- a) where a financial benefit represents reasonable remuneration payable to the related party as an officer or employee, or the reimbursement of expenses;
- b) the giving of an indemnity, exemption or insurance policy in respect of liability incurred as an officer or employee;
- c) benefits given to a Member that do not discriminate unfairly against other Members; and
- d) benefits given by the BWP Group to a wholly owned subsidiary.

4.4 Managing related party transactions

- a) Any related party transaction, or proposed related party transaction, should be notified to the Managing Director and /or Chief Executive Officer or Compliance Manager prior to the transaction occurring.
- b) Contracts and commercial arrangements are only entered into with related parties if they are undertaken on arm's length commercial terms and/or if required relevant approvals are obtained and are not detrimental to unitholders.
- c) Related party transactions that may arise in the course of dealings with Wesfarmers related entities are governed by the terms of the Related Party Governance Framework (attached to this Policy).
- d) Related party transactions are disclosed in relevant financial statements.

5. Responsibilities

The conflicts management procedures set out in this Policy have been developed with regard to the nature, scale, complexity and particular circumstances of the Responsible Entity, business of the Trust and the Stapled Securities. The following aspects have been taken into account:

- a) the Stapled Securities are listed on the ASX;
- b) the Responsible Entity's Australian financial services licence permits the provision of general advice only and the Responsible Entity has no private retail client funds under management;
- c) the Responsible Entity's disclosures are made to all unitholders in accordance with the reporting and disclosure requirements of the ASX Listing Rules;
- d) other than the property it holds beneficially for the Trust, the Responsible Entity does not hold any real estate property assets in its own right or for any other scheme;
- e) the Unitholders have approved a resolution permitting the BWP Group to enter into leases with Bunnings Group Limited (**Bunnings**), a related party of the Trust, subject to compliance with the conditions in the approval.

The following responsibilities apply under this Policy:

Responsible Entity Board	ultimate responsibility for ensuring the Responsible Entity has an adequate conflicts management framework
Managing Director and/or Chief Executive Officer	- implementing and maintaining an effective Conflicts Management Policy - ensuring that all conflicts have been identified and appropriately managed, reported and/or disclosed
Compliance Manager (or Company Secretary)	- monitoring compliance with the Conflicts Management Policy and related policies and procedures - maintaining the Conflicts Register - entering breaches into the breach register and reporting any breaches to the Board
BWP Personnel	- reporting any material personal conflicts - reporting any breaches of this Policy to the Managing Director and/or Chief Executive Officer or Compliance Manager

6. Policy

6.1 Conflicts of interest

- a) Conflicts of interest include circumstances where some or all of the interests of Members to whom the Responsible Entity (or its representatives) provides financial services are inconsistent with, or diverge from, some or all of the interests of the Responsible Entity or its representatives. This includes actual, apparent and potential conflicts of interest.
- b) Conflicts of interest that impact other stakeholders without necessarily impacting Members' interests can also occur.

6.2 Types of conflicts of interest

Specific management and control requirements apply depending on the nature of the conflict. Conflict types and examples may include:

- a) **Related party transactions:** the Responsible Entity provides a financial benefit out of the Trust's assets to a person or entity considered by the Corporations Act to be a related party of the Responsible Entity.
- b) **Personal conflicts of interest:** BWP Personnel:
 - i) are required to comply with the Code of Conduct and disclose any personal conflicts of interest; and
 - ii) must comply with Code of Conduct provisions relating to disclosure of gifts.

Directors must disclose interests relating to securities held or positions on other boards.

7. Procedures

7.1 Conflicts management mechanisms

- a) The conflicts management obligation does not prohibit all conflicts of interest, but rather it requires that all conflicts of interest be adequately managed.
- b) The three mechanisms commonly used for managing conflicts of interest are:
 - i) avoiding conflicts of interest;
 - ii) proactively managing conflicts of interest; and
 - iii) disclosing conflicts of interest.
- c) It is usual for the BWP Group (including the Responsible Entity) to use all three mechanisms. However, disclosure alone will often not be enough to manage a conflict of interest.
- d) Where conflicts cannot be adequately managed through controls and disclosure, BWP Group (including the Responsible Entity) may opt to avoid the conflict.
- e) External legal advice may be obtained as and when required to ensure conflicts are managed in accordance with the requirements of the Corporations Act and the ASX Listing Rules.

7.2 Managing and avoiding conflicts of interest

- a) To manage conflicts of interest, the BWP Group:
 - i) identifies all potential conflicts of interest;
 - ii) assesses and evaluates those conflicts; and
 - iii) decides upon an appropriate response to those conflicts.
- b) The potential conflicts and their recommended controls are outlined in a "Schedule of Potential Conflicts" which is maintained within the Compliance Plan Procedures Manual. This Schedule is reviewed for completeness at least annually by the Compliance Manager.

7.3 Identifying conflicts of interest

The BWP Group has reviewed its business structure, operations and relationships and identified potential sources of conflicts of interest (actual, perceived or potential), including the following:

a) Related party conflicts

- i) The relationship with Wesfarmers Limited (**Wesfarmers**) as significant Member and owner of Bunnings Group Limited, Kmart Australia Ltd and Officeworks Ltd who each lease Trust-owned properties;
- ii) The relationship with Bunnings Group Limited as a potential buyer and seller of properties from/to the BWP Group;
- iii) Directors and BWP Personnel who may be Members and/or shareholders in Wesfarmers;
- iv) Prospective related party tenants whose businesses compete with existing or other proposed property tenants.

b) Non-related party conflicts

- i) Time conflicts for directors posed by the number of other commitments competing for their time and attention;
- ii) Receipt of gifts or hospitality by the BWP Personnel from current or potential service providers to the BWP Group or from customers of the BWP Group.

8. Management of conflicts of interest

The conflicts management framework is integrated with the BWP Group's risk management framework and the governance framework. The Board's decision-making processes are integral to the conflicts management processes and controls. The following conflicts management processes apply:

8.1 Delegated authorities

The Board's Delegated Authorities Schedule outlines the minimum approvals required for related party transactions to proceed.

8.2 Related party property acquisition/divestment and leasing transaction approvals

- a) All material acquisition and divestment proposals, including acquisitions accompanied by new leases, require Board approval to proceed and must specifically address related party and conflicts of interest considerations, including:
 - i) if a financial or other benefit is being passed to a related party;
 - ii) if the transaction is commercial in nature and has been conducted at arm's length; or
 - iii) if the transaction is substantial in nature and not exempted by an ASX waiver or existing Member approval, thereby requiring member approval under the ASX Listing Rules.
- b) Member approval is required for related party transactions that are not arm's length (regardless of transaction size), and for all substantial asset transactions (as defined under ASX Listing Rule 10.2, subject to any ASX waivers that may apply).

8.3 Responsible Entity management fee

The Responsible Entity's management fee is determined in accordance with the Trust's Constitution. To increase the fee, unitholder approval is required.

8.4 Directors and BWP Personnel

- a) A Director with a conflict of interest cannot participate in a decision without the consent of the other directors. The manner in which these conflicts are managed is dealt with in detail in the Directors' Conflict of Interests Policy.
- b) All BWP Personnel are required to comply with the Code of Conduct and notify the Managing Director and/or Chief Executive Officer if they have any personal conflicts of interest.

8.5 Appointment of directors

The Board composition policy for the Responsible Entity and BWP Group are set out in the Board Charter and the Boards are appointed in accordance with that policy.

8.6 Remuneration practices

The Remuneration & Nominations Committee reviews the remuneration framework and packages for executive Directors, Key Management Personnel and other senior executives, as set out in that Committee's Charter.

9. Disclosure and reporting of conflicts of interest

9.1 External

- a) The BWP Group's related party relationships are disclosed in annual Corporate Governance Statements;
- b) Material or price-sensitive related party transactions approved by the Board are announced to ASX in accordance with continuous disclosure obligations;
- c) Material related party transactions requiring Member approval are described in the relevant Notice of Meeting and related disclosure documents available on the ASX and the BWP Group website. The related parties are generally excluded from voting on related party transactions;
- d) All other related party transactions completed during the year are disclosed in the Annual Report;
- e) Directors' interests in any entity in the BWP Group's, direct and indirect, are disclosed in the Annual Report. Any changes in directors' securities holdings are notified to the ASX within 5 business days.

9.2 Internal

- a) All investment proposals seeking Board approval for transactions with, or involving, related parties must be in writing and must contain a section detailing any related party or other conflicts of interests, including how these conflicts have been managed, what disclosures are proposed and what approval processes will necessarily apply;
- b) The Compliance Manager reports on compliance with the Conflicts Management Policy and related procedures to the Board.

10. Documentation and record keeping

- a) As well as this Policy, the BWP Group maintains the following conflicts management records:
 - i) Schedule of Potential Conflicts containing all identified conflicts of interest;
 - ii) a Gifts Register of all gifts over a certain value received by BWP Personnel;
 - iii) a Register of Directors' Interests.
- b) The BWP Group has secure storage for asset documentation accessible only by the BWP Personnel.
- c) All conflicts management records are retained by the BWP Group in electronic form for at least seven years or longer.

11. Monitoring compliance

- a) All related party transactions are reviewed periodically by the Compliance Manager for compliance with the Compliance Plan and conflicts management controls.
- b) All breaches are entered in a breach register and reported to the Board.
- c) The Gifts Register is reviewed periodically by the Managing Director and/or Chief Executive Officer or Compliance Manager for compliance with the Anti-bribery and Corruption Policy.
- d) External auditors may review compliance with the Conflicts Management Policy during their annual Compliance Plan audit.

12. Related policies

This Policy should be read in conjunction with the following:

- a) Directors' Conflict of Interests Policy;
- b) Securities Dealing Policy;
- c) Code of Conduct;
- d) Anti-bribery and Corruption Policy.

13. Policy review

- a) This Policy will be reviewed periodically to check that it is operating effectively.
- b) The Company Secretary is authorised to make administrative amendments to this Policy.

Approved by the Board on 16 October 2025.

RELATED PARTY GOVERNANCE FRAMEWORK

This Related Party Governance Framework governs the process and terms on which the BWP Group and any related party may undertake the transactions described below.

1. Future Related Party Dealings

The BWP Group has received Member approval for future related party dealings including future arrangements between the BWP Group and Bunnings (or subsidiary entities of Bunnings) that may be entered into in the ordinary course of the BWP Group's Business and which may become related party arrangements for which approval under Listing Rule 10.1 is required including:

- acquiring Bunnings Warehouses and disposing of Bunnings Warehouses;
- entering into Bunnings Leases;
- extending the term of Bunnings Leases, whether by way of agreement or on the exercise of an option to renew; and
- expending capital for store expansions of, or network upgrade maintenance at, Bunnings Warehouses,

Where the Board believes it in the best interests of Members to do so and where the relevant Bunnings Warehouse or Bunnings Lease has a value greater than the Substantial Asset Threshold (together, the **Future Related Party Dealings**) the Board may undertake those proposed transactions in accordance with the terms of this Policy.

The Future Related Party Dealings are not intended to confer any preferential treatment on any party.

2. Requirements for Future Related Party Dealings

Before the BWP Group can undertake a Future Related Party Dealing without obtaining further Member approval under Listing Rule 10.1, the Future Related Party Dealing must:

- be entered into in accordance with this Related Party Governance Framework; and
- be entered into during the Future Related Party Dealings Approval Period, being the period of six years following the date of the meeting that approved this Policy.

To manage the Future Related Party Dealings on an ongoing basis, the BWP Group must only enter into a Future Related Party Dealing where the BWP Group believes that it is in the Members best interests to do so.

3. Additional requirements

In addition to the above each of the following requirements must be satisfied:

- **Annual reporting:** each annual report for the BWP Group must set out clearly the terms of any Future Related Party Dealing for the period since the last annual report.
- **Terms of Bunnings Leases:** each Bunnings Lease entered into in connection with a Future Related Party Dealing must be on terms that are substantially the same as the then applicable

standard terms established by the BWP Group and Bunnings for leases of Bunnings warehouses.

- **Mechanisms for periodic determination of rent:** each Bunnings Lease entered into in connection with a Future Related Party Dealing must contain appropriate mechanisms for the periodic determination of the rent of the relevant Bunnings Warehouse property, as follows.

In the case of the initial fixed term of a new Bunnings Lease or an extension to an existing Bunnings Lease (to be no longer than 12 years), the relevant terms must provide:

- for commencing rent that before the Bunnings Lease is entered into (or extended) has been assessed by the BWP Group to be current market rent and which must be confirmed to be the current market rent at the commencement of the term by an independent licensed valuer to the BWP Group; and
- for annual increases during each year after the first year of the Bunnings Lease (or extension) of either:
 - a minimum of 2.5 per cent (fixed);
 - the increase in the CPI; or
 - the increase in the CPI capped at 2.5 per cent,

which increase must have been assessed by the BWP Group (before the Bunnings Lease is entered into to) as being consistent with market practice and which must be confirmed by an independent licensed valuer to the BWP Group.

In the case of the initial fixed term of a new Bunnings Lease or an extended term following a capital upgrade (to be not longer than 12 years from the completion of the capital upgrade) and where there is not to be a market rent review conducted during that extended term commencing after the completion of the capital upgrade, the relevant terms must provide for an appropriate mechanism for determining the rent to be paid during that extended term by reference to the value of the capital upgrades, including the provision of advice from an independent licensed valuer on the increase to the market value of the property (by reason of the upgrade and as a result of the extension of the Bunnings Lease).

In the case of each term following the exercise of an option to renew a Bunnings Lease, the relevant terms must provide:

- for determining at least every 12 years (including in the case of during an extended term following a capital upgrade) the current market rent to be paid for each Bunnings Warehouse property, including the provision of advice by an independent licensed valuer on the current market rental value; and
- that no lower rent than the current market rental value is to be paid for each Bunnings Warehouse property (other than that the variation may be capped such that the new annual rent will be no greater than 10 per cent (or some larger amount) higher or lower than the total rent payable for the year preceding the date for review of the market rental value).

Any acquisitions of properties from Bunnings, including sale and lease back style transactions, must be on terms and at a price that has been assessed by the BWP Group to be no less favourable to the BWP Group than the current market value and that must be confirmed to be the current market terms as a condition precedent by an independent licensed valuer.

No one individual licensed valuer may provide valuations for the purposes of independent valuations for acquisitions and disposals of real estate, or advice for market rent reviews or calculations on existing or proposed leases or lease extensions or changes to the market value of a property following a capital upgrade or repurposing, in relation to more than 40 per cent in number of the properties held by the BWP Group during the previous rolling five-year period.