

Supplier Code of Conduct

MODERN SLAVERY

Supplier Code of Conduct to Address Modern Slavery

1. Objectives and operation of this Code

- 1.1 Wotton + Kearney Pty Ltd (ABN 94 632 932 131) ("W+K") is committed to efficient, effective, economical, ethical and sustainable practices in all procurement activities in a manner that minimises and mitigates risks of modern slavery.
- 1.2 This Code sets out W+K's expectations for the conduct of its Suppliers, as defined in Section 2.1 below. This Code is based on industry and internationally accepted principles relating to labour and human rights.
- 1.3 The *Modern Slavery Act 2018* (Cth) ("the Act") requires W+K to describe modern slavery risks within its operations and supply chains. The intention is to identify, assess and address such risks in a manner that involves consideration beyond entities with which W+K is in a direct contractual relationship for the provision of goods and services.
- 1.4 W+K requires all of its Suppliers to comply with the provisions contained in this Supplier Code of Conduct. W+K also expects Suppliers to take reasonably practicable steps towards the implementation of these requirements throughout their own supply chains.
- 1.5 In circumstances where W+K suspects that Suppliers have not conducted themselves in accordance with the terms of this Code, W+K will investigate and, if a violation of this Code is found, W+K reserves the right to take whatever action it deems appropriate.

2. Operation of Code – existing and new suppliers

- 2.1 This Code applies to a supplier (including any subsidiaries, affiliates and subcontractors) with which W+K enters into a relevant agreement for the supply of goods and services on a date after the commencement of the Code ("Supplier").

3. Compliance with applicable laws and regulations

- 3.1 The scope and operation of the Act, including its enforcement provisions are to be acknowledged by Suppliers to W+K, whether that entity is located, incorporated or otherwise carries out business activities in Australia or abroad.
- 3.2 In circumstances where this Code may establish higher standards than the law requires and addresses issues not covered by legislation, a Supplier is expected to voluntarily agree to abide by the additional higher standards and requirements set out in this Code.
- 3.3 In circumstances, where an Australian or different local law, regulation or contractual obligations impose a stricter standard than this Code, those legal requirements must be complied with and prevail to the extent of any inconsistency with this Code.

4. Compliance with internationally recognised standards to social and environmental sustainability

- 4.1 This Code is a manifestation of W+K's commitment to the following International Standards on labour rights and modern slavery:
 - (a) United Nations (UN) Guiding Principles on Business and Human Rights;
 - (b) ILO Conventions 29 and 105 and Recommendation 35 (Forced and Bonded Labour);
 - (c) ILO Convention 138 and Recommendation 146 (Minimum Age);
 - (d) ILO Convention 182 and Recommendation 190 (Worst forms of Child Labour);
 - (e) ILO Convention 87 (Freedom of Association);
 - (f) ILO Convention 98 (Right to Organise and Collective Bargaining);
 - (g) ILO Conventions 100 and 111 and Recommendations 90 and 111 (Equal Remuneration for male and female workers for work of equal value, Discrimination in employment and occupation);
 - (h) ILO Convention 81 (Labour Inspection);
 - (i) ILO Convention 122 (Employment Policy); and
 - (j) Sustainable Development Goals 8 & 12.

5. Labour and Human Rights and Modern Slavery

- 5.1 W+K is committed to uphold the human rights of workers in their operations and supply chains and to treat them with utmost dignity and respect.
- 5.2 The Act defines 'modern slavery' as:
 - (a) an offence under Division 270 or 271 of the Criminal Code; or
 - (b) an offence under either of those Divisions if the conduct took place in Australia;
 - (c) trafficking in persons, as defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27); or

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- (d) the worst forms of child labour, as defined in Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38).

This includes (but is not limited to), trafficking in persons, slavery, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour and deceptive recruiting for labour or services.

- 5.3 Suppliers agree to and adopt this definition, as a minimum standard, for the assessment of modern slavery risks within their own supply chains.
- 5.4 All work must be voluntary, and workers must be free to terminate their employment in accordance with an employment agreement provided in the worker's native language. There shall be no unreasonable restrictions on workers' freedom of movement including any restrictions on entering or exiting any company provided facility.
- 5.5 Suppliers shall not withhold, otherwise destroy or conceal or deny access to workers' government issued identification documents, passports, work permits, travel documents, or the like, unless such holdings are expressly required by an applicable law.
- 5.6 Suppliers shall use all reasonable endeavours to ensure that third party recruitment agencies are compliant with the provisions of this Code. Workers shall not be required to pay employers or their agents' any recruitments fees to obtain their employment. If any such fees are found to have been paid by workers, subsequent to the adoption of this Code by a Supplier, they must be repaid as soon as reasonably practicable, which will generally be understood to mean within 90 days of such discovery.

6. Child Labour

- 6.1 Suppliers shall not employ workers who are less than 15 years old, or under the minimum age for employment in the country, whichever is greater. The Supplier may provide legitimate workplace apprentice programs for educational benefit provided they are consistent with relevant International Labour Organisation Standards.
- 6.2 Suppliers employing workers under the age of 18 must not require any such employee to perform work that may jeopardise their health or safety having particular regard to their age, maturity and ordinary life experience.

7. Working Hours

- 7.1 Supplier's workers hours shall not exceed the maximum set by applicable laws or be required to work more than 60 hours per seven-day week including overtime other than in exceptional circumstances. Supplier's workers shall be entitled, at a minimum, to one day off work every seven days.

8. Wages and Benefits

- 8.1 Compensation paid to workers of the Supplier shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates.
- 8.2 The Supplier shall communicate pay structure and pay periods to all workers in their native language. Wage deductions shall not be used as a disciplinary measure. All use of temporary and outsourced labour shall be within the limits of applicable local laws.

9. Humane Treatment

- 9.1 The Supplier agrees that there is to be no harsh and inhumane treatment including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Suppliers are to ensure that disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

10. Anti-Discrimination

- 10.1 The Supplier shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, or union membership in hiring and other employment practices such as promotions, rewards, and access to training.

11. Freedom of Association and Collective Bargaining

- 11.1 The Supplier shall respect the right of all of its workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, as well as giving corresponding respect to the right of workers to refrain from engaging in any such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

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12. Grievance, Whistleblowing and Management

- 12.1 The Supplier shall allow W+K to perform, to the extent reasonably practicable, periodic evaluations of its facilities and operations.
- 12.2 The Supplier shall perform, to the extent reasonably practicable, periodic evaluations of its facilities and operations and the facilities and operations of its subcontractors and next tier suppliers that provide goods and services to W+K for the purposes of ensuring ongoing compliance with this Code and the Act.
- 12.3 The Supplier shall provide an impartial and transparent process for workers to lodge complaints and grievances relating to working conditions. The Supplier shall communicate to workers the complaints and grievance process in the workers' native language/s immediately upon hiring.
- 12.4 The Supplier shall allow for complaints or grievances to be anonymous and in compliance with any local laws. So far as it is reasonably practicable to do so the Supplier shall protect whistle-blower confidentiality and prevent retaliation or discrimination against any person who has lodged a complaint or grievance.
- 12.5 The Supplier shall ensure that appropriately trained staff or independent external parties are tasked with investigating complaints in the workers' native language/s. The Supplier shall ensure that all complaints and grievances are treated in strictest confidence and appropriate action is taken to address those complaints and remediate any finding of adverse human rights impacts.
- 12.6 The Supplier shall maintain records of any reported grievance and outcome of any investigation undertaken as a result of the grievance. To the extent reasonably practicable, the Supplier shall allow W+K access to records of any grievance relating to modern slavery upon written request.

Signed on behalf of _____
(Organisation name)

Acting by its duly authorised signatory:

Signature: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of _____
(Organisation name)

Acting by its duly authorised signatory:

Signature: _____

Name: _____

Title: _____

Date: _____

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