

# Supplier Code of Conduct

## Overview of Code of Conduct

1. This document sets out the policy of Defence Health Ltd (ABN 80 008 629 481) and our subsidiaries (**Defence Health, we, us**) relating to the ethical standards and values that guide us in our business dealings.
2. The purpose of this Code of Conduct is to ensure that each of our suppliers (i.e. any entity who does business with any company or division of Defence Health including any vendor or business partner) (a Supplier) acts, within a set of minimum standards for doing business with us.

## Application of this Code of Conduct

3. The Supplier Code of Conduct applies to conduct related to all personnel engaged by the Supplier, as well as the Supplier's subsidiaries and joint ventures, if any.

## Human rights, modern slavery and fair labour

### Modern Slavery

4. Under the *Modern Slavery Act 2018* (Cth), Defence Health is required to publicly report on, amongst other things, risks of modern slavery in their operations and supply chains. In order to meet this obligation, Defence Health requires its Suppliers to work cooperatively with us to identify, assess and address modern slavery risk in their operations and supply chains.

5. Defence Health is committed to a zero-tolerance approach to all forms of modern slavery practices in its supply chain. We define modern slavery in accordance with the definition provided in the *Modern Slavery Act 2018* (Cth), that is including:

- slavery;
- servitude;
- forced labour;
- deceptive recruiting;
- forced marriage;
- debt bondage;
- trafficking in persons; and
- the worst forms of child labour.

### Child labour

6. The Supplier must not employ children under the legal age of employment in any country or local jurisdiction. If the minimum age of employment is not defined, it will be 15 years of age. Workers under the age of 18 must only perform work in accordance with legal requirements (e.g. with regards to working time, wages and working conditions) and subject to any requirement regarding education or training.

### Forced labour

7. The Supplier must not use any form of forced, bonded or involuntary labour. All labour must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents).
8. The Supplier must ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The Supplier must be responsible for payment of all fees and expenses (e.g. licences and levies) relating to workers, where legally required.
9. Punishment and/or mental or physical coercion are prohibited. Disciplinary policies and procedures must be clearly defined and communicated to the workers.

## Compensation and working hours

10. The Supplier must comply with all applicable national laws and mandatory industry standards regarding working hours, overtime, wages and benefits. The Supplier must pay workers in a timely manner and clearly convey the basis on which workers are being paid.
11. Deductions from wages as a disciplinary measure must not be allowed if not legally permitted and, even where legally permitted, should be minimised.

## Freedom of association and collective bargaining

12. The workers of the Supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The Supplier recognises and respects the right to collectively bargain in accordance with applicable laws.

## Diversity

13. The Supplier must promote an inclusive work environment that values the diversity of its workers.
14. The Supplier must not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under applicable laws.

## Work health and safety

15. Defence Health expects its Suppliers to strive to implement high standards of occupational health and safety in line with relevant Australian laws by applying a health and safety management approach appropriate to its business, including in any overseas operations.
16. The Supplier must comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees, safeguard third parties and prevent accidents, injuries and work-related illness. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures. Workers are to be adequately educated and trained in health and safety issues.

## Data protection and disclosure of information

17. The Supplier must adhere to relevant data protection and security laws and to respective regulations, including the *Privacy Act* (Cth) 1988 and the Australian Privacy Principles, in particular with regard to personal data of customers, consumers and employees. The Supplier must comply with all said requirements when personal data is collected, processed, transmitted used or retained.

18. The Supplier must safeguard and make only appropriate use of confidential information. When handling confidential, commercial or personal information obtained from us, the Supplier must, unless otherwise required by law:
  - not disclose any information that is not known to the general public;
  - take reasonable steps to protect and secure any Defence Health information that it holds;
  - only access such information when necessary to fulfil its obligations with Defence Health;
  - only release any confidential, commercial or personal information when having or obtaining express authority to do so from the Defence Health representative; and
  - only use confidential, commercial or personal information, when authorised, for the purpose intended.

## Bribery and corruption

19. The Supplier must comply with all national and international anti-bribery regulations as well as applicable anti-corruption laws, regulations and standards.
20. The Supplier must not (either directly or indirectly) offer or promise to provide anything of value to improperly influence an official or act to secure improper advantage in order to obtain or retain business.

## Trade regulation and fair competition

21. The Supplier must comply with all applicable trade and import regulations including sanctions and embargoes that apply to their activities.
22. The Supplier must comply with applicable competition and anti-trust laws.

## Money laundering and financial records

23. The Supplier must comply with applicable laws and regulations designed to combat money laundering activities. The Supplier must maintain financial records and reports according to international laws and regulations.

## Conflicts of interest

24. A conflict of interest arises when an individual has a private or personal interest which could appear to influence their decisions. Such conflict of interest situations include a relationship by blood or marriage, partnership, business relationship business partnership or investment.
25. The Supplier must disclose any actual or potential conflict of interest with Defence Health personnel of which it is or becomes aware. Any conflict between the Supplier or its personnel's interests and those of Defence Health must be resolved to the satisfaction of Defence Health.

## **Environment**

26. The Supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

## **Business continuity planning**

27. The Supplier must be prepared for any disruptions to its business (e.g. natural disasters, terrorism, software viruses, illness, pandemics, infectious diseases, worker shortages). This preparedness especially includes business continuity and disaster recovery plans to protect both employees as well as the environment as far as possible from the effects of possible disasters that arise within the domain of their operations.

## **Business partner dialogue**

28. Suppliers will encourage their own suppliers to adhere to this Supplier Code of Conduct as part of fulfilling their contractual obligations.

## **Compliance with the Supplier Code of Conduct**

29. Defence Health reserves the right, upon reasonable notice, to check compliance with the requirements of the Supplier Code of Conduct. Defence Health encourages its Suppliers to implement their own binding guidelines for ethical behaviour.
30. Any material breach of the obligations stipulated in this Supplier Code of Conduct may be considered a material breach of the contract by the supplier.