



# SUPPLIER CODE OF CONDUCT

2024

## Introduction

Corporate Technology Services Pty Ltd (“**CTS**”) offers solutions for a seamless world. With over 20 years of industry-leading experience, we are a national team united in our passion for technology projects and events. Together we are committed to delivering personalised services and outstanding customer experiences.

As part of our ongoing high-level of service to our collective clients, CTS is committed to transparency, trust, respect, communication and to ethically ensuring a high standard with respect to our work which extends to our suppliers and their conduct. CTS is committed to conducting all of our business in an ethical and responsible manner and expects our suppliers to do the same.

## Scope

This code applies to all suppliers who supply goods, services and/or products to CTS, either purchased or otherwise, including but not limited to:

- Labour & staffing.
- Physical items including equipment, hardware & peripherals.
- Software & digital platforms including cloud-based tools, offline products, and subscription-based applications.
- Expert opinion and advice including consultancy, design, specification and briefing.

## Management

Suppliers are expected to adhere to and comply with the principles set out in this Supplier Code of Conduct.

CTS expects our suppliers to:

- Comply with all applicable laws and regulations, including but not limited to those relating to anti-corruption, human rights, labour/employment, sustainable resourcing & environmental protection, accounting, and record keeping.
- Act in an ethical, transparent and responsible manner, and to uphold the highest standards of business conduct.
- Respect the rights of all employees, including the right to a safe and healthy work environment, freedom of association, and the right to be free from discrimination, bullying and harassment.
- Protect the environment and to use resources responsibly.
- Provide accurate and timely information to CTS when requested.
- Work with CTS to resolve any concerns that may arise.

If you have any concerns about the conduct of a supplier, please report your concerns to your CTS point of contact and via the anonymous report link provided. You should provide as much information as possible so that any report can be fully investigated.



<https://forms.office.com/r/9bqEdPzuBT>

CTS will promptly and professionally investigate all reported matters and respond appropriately. We expect that our suppliers will not retaliate or take adverse action against anyone who makes a complaint in good faith or reports a violation of the law or a violation this Code of Conduct. If CTS determines that any supplier has violated this Code of Conduct, CTS may, at its discretion, require the supplier to implement corrective actions. If a supplier fails to promptly implement any such corrective actions, CTS reserves the right to take appropriate action against any supplier that

breaches this Code. This may include, but is not limited to, termination of the supplier relationship, and/or other action.

## Record Keeping and Internal Controls

CTS has a corporate responsibility and a legal requirement to meet its record keeping obligations in accordance with the law. CTS maintains accurate books, records and accounts to accurately and fairly reflect its transactions, contracts and maintain an effective system of internal controls.

CTS has a responsibility to ensure proper record keeping and the creation of authentic, reliable, and useable records for all transactions and the accuracy of its financial reporting and internal systems. CTS requires its suppliers to maintain the same level of record keeping and internal controls.

## Selection

CTS values long term relationships that are open and mutually supportive with its suppliers. CTS bases its business relationships on the principles of trust, fairness and loyalty. CTS will not abuse its market position to gain preferential treatment from suppliers. CTS will treat suppliers fairly, ensure ethical expectations are understood before any business is conducted and will not continue to work with a Supplier that doesn't meet CTS's expectations or respect CTS's principles or this Code of Conduct. CTS will not commence business with any supplier prior to conducting proper due diligence as any failure in CTS's supply chain may cause CTS's performance, reputation and image to be seriously affected.

## Labour

CTS's standards with regards to use of labour includes the following which must be adhered to by our suppliers:

- Treat employees with respect and all labour engaged by a supplier must be absent of any form of forced or involuntary work or slavery. All work must be voluntary, and all workers must be free to terminate their employment at any time without reprisal.
- The Supplier must maintain a documented Modern Slavery Statement which must be made available to CTS upon request.
- Supplier must not utilise child labour or forced labour for any of its work or operations.
- All working hours, remuneration, and conditions engaged by suppliers must be in adherence with Australian Law and not in breach of the relevant structures set out relating to specific trades.
- The Supplier commits to and engages in meaningful anti-discrimination, anti-bullying and anti-harassment activity and must not engage in discrimination towards its workforce (or potential work candidates).
- Comply with all relevant legislation and standards regarding employment practices, benefits, and work health and safety.

## Health, Safety & Compliance

CTS is committed to a zero harm approach in terms of health and safety of employees, contractors, and visitors. Suppliers must ensure they take all necessary precautions, including those requested by CTS, prevent exposure to potential safety hazards, comply with relevant federal and state laws and regulations to ensure a safe working environment. Action should include preventative and maintenance measures as well as suppliers having written policies and procedures, and education and training programs for its employees, relating to incident response and procedures.

Emergency plans and response procedures must be maintained by suppliers, and if requested, made available to CTS for review against any specific requirements put forward for a particular project or client.

Written health and safety policies, procedures and tools must be in place to record, document, manage, reduce and report on occupational injury, illness, and incapacitation. Procedures must be designed to reinforce the importance of necessary medical treatment, corrective action and if required, investigation of ailment, in order to return to work in a safe and productive manner.

## Sustainability & Environmental Impact

CTS considers the economic, social and environmental impacts of our work and strives to meet the UN sustainable development goals through industry best practice. Our staff have created a sustainability working group to continually evolve how CTS can make a positive impact.

As part of continuing to meet these targets and deliver sustainable products and services to our clients, CTS is committed to maximising our use of recycling materials to minimise waste and landfill, reducing emissions within our control and using carbon neutral products and services as a preference, as well as choosing resources and products only when needed and for maximum lifecycle. CTS expects our suppliers to be similarly committed. Suppliers must seek out and put forward sustainable solutions wherever possible. This includes, as a minimum, complying with all relevant federal, state, and local laws and regulations related to emissions, water quality and pollution. Suppliers are invited to proactively contribute programs which may positively impact the sustainability of the work operation. Where requested, suppliers may be required to assist in the collection of its own emissions data for the purpose of improving energy efficiency and other targets.

## Ethical Conduct

As part of working alongside CTS to deliver a seamless and exceptional service to our clients, suppliers must uphold ethical standards, strictly comply with all laws and regulations including but not limited to the competition and consumer laws, privacy laws and laws in relation to bribery, corruption, prohibited trade and business practices and always work to improve those standards and maintain compliance.

## Conflict of Interest

Suppliers must have effective processes in place to prevent or immediately disclose any instance where the conduct of a supplier may conflict, or appear to conflict, with the interests or commercial activity of CTS or its clients. Such incidents risk the ability of CTS, and our suppliers to make decisions impartially and advocate objectively on behalf of clients. Where such incidents are discovered, they must be immediately disclosed to CTS so that they can be remedied. These can include but are not limited to:

- Excessive gifts including entertainment, hospitality/dining, including where this has occurred without prior notification to CTS.
- Service without payment, or heavily discounted services in excess of regular activity.
- Servicing being provided to any CTS employee, or CTS employee's family or relative.
- Loans or business arrangements with employees, family members or relatives controlled by suppliers or CTS.
- Business opportunities that belong to CTS.

## Intellectual Property

In accordance with CTS terms and conditions, as well as any existing supplier agreement in effect with CTS, suppliers are expected to act reasonably with regard to use of both pre-existing Intellectual Property ("IP"), as well as IP that is created in the course of the work performed for CTS. Moral rights and individual claims to IP should be declared by suppliers to CTS in writing (and vice versa), in a timely manner in order to uphold a high and proactive standard with regard to assignment of IP and original works. Suppliers must not breach any third party IP rights.

## Proprietary Information and Intellectual Property

Supplier and supplier personnel will respect any data, technology, know how, or intellectual property rights to which it or its personnel may have access through their dealings with CTS, and will never use that access for personal gain or outside of the scope of the supplier's business with CTS.

## Proper Use

Suppliers are responsible for protection of CTS's property and CTS's customers assets when they are accessible to those suppliers. Suppliers have a responsibility to prevent falsification, distortion, misuse, improper access and destruction of CTSs, or its customers, assets, documents and other property. Suppliers must not obtain, distribute, or use copyrighted software or information without written authorisation or licensing approval. Suppliers must ensure all material used or accessed in accordance with CTS related work or deliverables is correctly licensed and available

to CTS in order to ensure full and immediate access for CTS clients. CTS will take appropriate measures to address any suppliers' use of unlicensed software on CTS equipment and projects. Suppliers must not access or use any of the software or information for any personal use outside of CTS without written authorisation to do so.

## Trademarks

Suppliers must not use CTS trademarks, images, logos, trade secrets, copyrights, patents, other intellectual property and technical information, products, plans, designs, business processes or other materials owned or controlled by CTS, unless explicitly authorised in writing by CTS in each specific instance: i.e. a published article, social media post, campaign, or marketing collateral.

## Confidentiality & Privacy

### Confidentiality

Suppliers must maintain in strict confidence any information disclosed by or obtained from CTS or any party on its behalf, unless legally obligated to make a disclosure, or under any whistleblowing or complaints process. Suppliers will use CTS confidential information, data, copyrights, and trademarks only in a manner that is permitted under its contractual terms with CTS. Suppliers must effectively manage, retain, maintain, access and disclose confidential information with a reasonable degree of care which includes disposing of confidential and sensitive documentation securely, such as shredding, but no less than the same degree of care as is used in a supplier's protection of its own confidential information.

### Privacy

Suppliers must comply with all applicable privacy, data protection, and information security laws and regulations regarding the collection, storage, processing, transmission, or disclosure of data and personal information, whether provided by CTS or any party on its behalf or obtained by suppliers, including on behalf of CTS or its clients. Upon request, suppliers and their contractors must execute appropriate data protection and transfer agreements with CTS in any form that CTS or its clients are required by applicable laws to execute with service providers. Suppliers will also, upon request by CTS, acting reasonably, perform any data protection, management, or destruction processes as has been directed by CTS or its clients in writing from an authorised representative of CTS.

## Social & Community Engagement

Suppliers must ensure that it, and its representatives, conduct, behaviour and communication reflect positively on CTS and our clients, employees, partners and suppliers at all times. Where suppliers publicly refer to CTS whether by social media, public platform, electronic or written communication, or in conversation, CTS must approve such content beforehand.

## Feedback, Complaints & Whistleblowing

Suppliers are encouraged at all times to submit ongoing feedback to CTS regarding the relationship between it and suppliers in order to strengthen that relationship and increase opportunities for both parties. Every person in the suppliers' business, including its own suppliers, have a role and responsibility in ensuring the company is run ethically and in accordance with its internal rules and policies. Where matters related to breaches of internal rules or policies, this Code of Conduct, or other reportable conduct are identified, they should be raised as soon as possible. In instances where a person has concerns about making a report, reports can be made anonymously. Reports can be made to CTS management via our Accounts and Procurement teams.

If your matter relates to disclosable conduct and it is not practical to report your matter within CTS in the first instance, you can report disclosable conduct to the relevant external agency.

## Declaration

As an authorised representative of the supplier, I declare that I have read and understood CTS Supplier Code of Conduct and have signed my name below without inducement, threat or promise of favourable treatment, and I commit to comply with this Supplier Code of Conduct in all my dealings with CTS. I understand the obligations contained in the Code of Conduct, and that any breach of this Code of Conduct may result in termination of the contract or other appropriate action.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Supplier Business Name / ABN: \_\_\_\_\_