

## Supplier And Partner Code of Conduct

### Document History & Approval

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## **1. Application of Code**

Interactive seeks to work with its Suppliers and Partners to meet and exceed minimum expectations as outlined in this Code and continuously strives to improve the standard of its business practices. Interactive cares about the way it does business and is committed to ethical, sustainable and socially responsible procurement. Interactive expects these same high standards from our suppliers and partners.

This Supplier Code of Conduct ("the Code") clarifies the minimum standards of behaviour that Interactive expects of its Suppliers and Partners in the areas of labour and human rights; modern slavery; health and safety; environmental management; business integrity, privacy and diversity

Interactive expects Suppliers and Partners to read this code and comply with it and to communicate the Code to its related entities, suppliers and subcontractors who support them in supplying the goods or services to Interactive, so that they are aware of, understand and comply with the Code.

Where the Code refers to the law it means the laws in the jurisdiction that apply where the goods are procured, or services are performed.

Fundamental to this Code is an expectation that all Suppliers and Partners operate in full compliance with all laws, rules and regulations of the jurisdictions in which they do business. The expectations outlined in the Code are not intended to supersede or alter the Supplier's regulatory and contractual obligations.

Interactive expects all existing and new Suppliers and Partners to commit to the Code. Suppliers and Partners should check their respective contracts, agreements and purchase orders as they may contain additional obligations or higher standards than those set out in this code.

We encourage any suppliers or sub-contractors of Interactive's suppliers to report any suspected breaches of the Code either directly to Interactive or via Interactive's Whistle-blower mechanism published on the website.

## **2. Human Rights**

At Interactive, we respect and support human rights and we expect Suppliers and Partners to respect and support the protection of human rights of all workers in the supply chain.

### **2.1. Non-Discrimination**

Subject to applicable laws, Suppliers and Partners are expected not to engage in or support discrimination in hiring and employment practices, including on grounds of gender, age, religion, ethnicity, race, cultural background, disability, physical features, marital relationship status, sexual orientation, gender identity and expression, pregnancy or potential pregnancy, family responsibilities, political beliefs, industrial activity, union membership, irrelevant criminal record, nor personal association with a person who possesses or is thought to possess any of these attributes.

## **2.2. Bullying & Harassment**

Suppliers and Partners are expected to commit to a workplace free from workplace bullying, harassment, victimisation and abuse. Suppliers and Partners must not use violence, threats of violence or other forms of physical or psychological coercion or harassment. Corporal punishment, mental, physical or verbal abuse, sexual harassment or sexual abuse, and harsh or inhumane treatment are prohibited.

## **2.3. Freedom Of Association**

Suppliers and Partners are expected to freely allow workers to associate with others, form and join (or refrain from joining) industrial organisations or associations of their choice and bargain collectively, or engage in any lawful industrial activity without interference, discrimination, retaliation or harassment.

## **2.4. Compensation**

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. Suppliers and Partners must comply with applicable laws relating to wages and benefits (including minimum wages, overtime pay, and penalty rates). Suppliers and Partners must not use deductions from wages as a disciplinary measure and must pay workers in a timely manner.

## **2.5. Working Hours**

Suppliers and Partners must not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular workweek shall not exceed 48 hours. Suppliers shall allow their workers at least 24 consecutive hours of rest in every seven-day period. All overtime work shall be consensual. Suppliers and Partners shall not request overtime on a regular basis and shall compensate all overtime work at a premium rate. Other than in exceptional circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours.

## **2.6. Forced And Compulsory Labour**

Suppliers and Partners must not use any form of forced, bonded, compulsory labour, slavery or human trafficking. Suppliers and Partners must not require workers to surrender any government issued identification, passport or work permit or other personal document as a condition of employment. Workers shall not be required to pay employers' or agents' recruitment or any other fee for their employment. All workers shall have the right to enter into and terminate their employment freely. As part of their on-boarding, workers must be supplied with a written agreement of employment terms and conditions in their own language.

The Supplier or Partner shall only work with and source products from other suppliers of goods or services who comply with the standards included in this code, of particular laws regarding slavery and human trafficking.

## **2.7. Child And Underage Labour**

Child labour is strictly prohibited. No person shall be employed under the age of 15 years of age, the minimum age for employment in the relevant country, or the age for completing compulsory education in the relevant country – whichever is the higher. This Code does not prohibit participation in workplace apprenticeship programs. Children under the age of 18 shall not be employed for any hazardous work or work that is inconsistent with their individual development.

### **3. Health And Safety**

At Interactive the health and safety of our workers are of utmost importance.

Our Suppliers and Partners play a significant role in our business and our commitment to keep each other, our workers, customers and the public safe. We recognise that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Suppliers and Partners must identify and comply with relevant workplace and product health and safety laws and ensure their workers understand and follow health and safety policies, standards and procedures that apply to their work.

Suppliers and Partners must provide a safe and healthy workplace and care for their workers and anyone that could be impacted by their activities by:

- taking reasonable steps to identify workplace hazards and minimise the risk of workplace injury, illness and disease for workers;
- providing appropriate equipment, resources, instruction, education and training for workers to safely carry out their duties, including personal protective equipment;
- identify and assess potential emergency situations, and seek to minimise their impact by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans;
- engaging with workers, customers, members of the community, and Interactive to manage health and safety risks;
- implementing effective systems to ensure products and service delivery meet relevant standards and legislative requirements, and safety considerations are taken into account throughout the product lifecycle;
- ensuring facilities and amenities for workers (including any accommodation provided) are clean, safe and meets their basic needs. Basic needs include providing ready access to clean toilet facilities, potable water, and where accommodation is provided, hot water for bathing, adequate heating and ventilation, reasonable personal space and reasonable permission to enter and exit facilities;
- having procedures and systems in place to monitor the health of workers and the conditions at the workplace for the purpose of preventing illness or injury of workers arising from the Suppliers' or Partners business activities; and
- supporting workers to raise health and safety issues or concerns without fear of disciplinary action, dismissal or discrimination.

Suppliers and Partners must prepare for, respond to, manage and report workplace incidents, injuries and emergencies, providing medical assistance to impacted parties as required.

## **4. Environment**

Suppliers and Partners must minimise the adverse environmental impacts of their operations, products and services while safeguarding the health and safety of workers and the public.

### **4.1. Environmental Laws, Permits and Reporting**

Suppliers and Partners must conduct their operations in ways that are environmentally responsible and in compliance with all environmental laws, regulations, and standards that are relevant to their business and their status as a supplier to or partner of Interactive. Suppliers and Partners shall obtain, maintain, keep current and comply with necessary environmental permits, approvals and registrations.

### **4.2. Product Content**

Suppliers and Partners shall seek to use products or services that achieve improved environmental performance across the whole lifecycle including low energy consumption, and utilisation of reusable or recyclable materials where possible.

### **4.3. Hazardous substances, Pollution Prevention and Resource Efficiency**

Suppliers and Partners must identify, monitor, manage minimise and treat hazardous pollutants released to air, water and soil to ensure their safe handling, movement, storage, use, recycling or reuse, transportation and disposal. This includes management of wastewater such as discharges and spills entering storm drains and release of air emissions such as volatile organic compounds, chemicals with ozone depleting potential, particulates and combustion by-products.

Suppliers and Partners shall work to reduce the use of raw materials and resources in their operations, as well as the elimination, substitution, re-use and recycling of materials and solid waste. Packaging supplied to Interactive shall be sustainably sourced, made from recycled content and recyclable where possible.

### **4.4. Climate Change and Energy Consumption**

Suppliers and Partners must identify, monitor and minimise greenhouse gas (GHG) emissions and energy consumption from their own operations. Suppliers and Partners must maintain policies and practices that reduce the risk of pollution, loss of biodiversity, deforestation, damage to ecosystems and greenhouse gas emissions.

## **5. Business Integrity, Ethics and Conduct**

At Interactive, we act with honesty and integrity and do not make or receive improper payments, benefits or gains. Interactive expects supplier's and partners to uphold the highest standards of integrity in all business interactions. Suppliers and Partners must act ethically and be honest, transparent and trustworthy in all their dealing with others.

### **5.1. Bribery and Corruption**

Suppliers and Partners must comply with applicable anti-bribery, anti-corruption laws and anti-money-laundering laws and are expected to have adequate policies and procedures in place to monitor compliance with such laws.

Interactive strictly prohibits bribes, pay-offs, "facilitation payments" (payments to speed up routine actions), secret, unjustified or inflated commissions, kickbacks and any like payments or improper benefits, whether

directly or indirectly, no matter how large or small in value. The Supplier shall perform their duties without favouritism, bias or for personal gain.

This includes payments to or from any person (including public officials, foreign officials, foreign political parties or candidate for foreign political office) for the purpose of assisting a party to obtain or retain business for or with, or to direct business to, any person. This applies even if it is legal or common practice in a country.

## **5.2. Responsible Sourcing of Minerals**

Suppliers and Partners are expected to exercise due diligence to reasonably assure that goods and services procured shall not directly or indirectly support organisations and individuals associated with illegal activities, human rights abuse or terrorism.

## **5.3. Privacy**

Supplier's and partners must comply with all applicable privacy and data protection laws and regulations, including but not limited to national, federal, state, local and industry/sector specific laws or regulations when personal information is collected, stored, processed, transmitted, and shared. In addition, Suppliers and Partners shall conduct their operations in a manner that complies with any specific requirements documented in the Interactive privacy policy available at <https://www.interactive.com.au/privacy-policy>.

## **5.4. Confidentiality**

Suppliers and Partners must not improperly use any private, confidential or commercially sensitive information in its possession relating to or in connection with its dealings with Interactive.

## **5.5. Protection of Identity and Non-Retaliation**

The Supplier must have in place programs that ensure the confidentiality, anonymity and protection of supplier and employee whistle blowers are maintained. Suppliers and Partners should have a communicated process for their personnel and workers to be able to raise any concerns without fear of retaliation.

## **5.6. Intellectual Property**

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer information is to be safeguarded.

## **5.7. Record Keeping and Documentation**

Suppliers and Partners are expected to maintain adequate records that accurately record all financial transactions and information regarding its business activities, labour, health and safety and environmental practices in accordance with applicable laws, policies and procedures. It is expected that disclosure of information is to be undertaken without falsification or misrepresentation.

## **6. Diversity**

Interactive is committed to being a diverse and inclusive company and achieving greater diversity in our supply chain. At Interactive, diversity means, difference in all its forms, both visible and not visible, and includes differences that relates to gender, age, cultural background, disability, religion and sexual orientation, as well as differences in background and life experience, and interpersonal and problem-solving skills. In line with this Interactive prefers Suppliers and Partners who promote diversity in their supply chain, including those:

- who publicly commit to Indigenous procurement targets or engage with social enterprises and minority-owned organisations in the delivery of goods and services;
- with strong female gender representation, improve gender equality, actively promote women and, seek to address overrepresentation of women in departures and gender pay equity gaps and
- that initiate procurement activities aimed at improving the lives of people with disability or who are disadvantaged.

## **7. Enforcement Provisions**

Interactive may at any time review or audit a supplier's compliance with this Code. In such event the supplier should co-operate by providing information, documents and access to staff, as Interactive reasonably requires. If a supplier becomes aware of a reasonable risk of a breach of this Code, the supplier must notify Interactive as soon as practicable. Any identified deficiencies must be corrected on a timely basis as directed by Interactive. Where Interactive has reasonable grounds to suspect a breach of this Code by a supplier, Interactive may require the supplier to take additional steps which may include the provision of additional information or, in serious cases, submit to an independent audit at the supplier's premises at the supplier's cost. We take this Code seriously and any material non-compliance may result in the termination of the supplier's business relationship with Interactive.

## **8. Continuous Improvement**

Suppliers and Partners are encouraged to go beyond compliance to applicable laws and take responsibility to continually improve social and environmental conditions and ethical behaviour.

## **9. Clarifications And Assistance**

All Suppliers and Partners seeking further guidance are encouraged to engage Interactive's Procurement team at [DL-InteractiveProcurementSupport@interactive.com.au](mailto:DL-InteractiveProcurementSupport@interactive.com.au).