



# Supplier Code of Conduct

APPROVED BY THE BOARD ON 28 JUNE 2024

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# Supplier Code of Conduct

## 1. Overview

### 1.1 Introduction

The Board has adopted this Code to:

- a. promote:
  - i. high standards of personal integrity and honest, ethical and responsible conduct;
  - ii. behaviour in accordance with the values of the Company;
  - iii. fair dealing practices;
  - iv. compliance with all applicable Laws; and
  - v. fair employment practices;
- b. deter wrongdoing; and
- c. ensure accountability for adherence to the Code.

### 1.2 Supplier core obligations

- a. The Supplier must:
  - i. comply with this Code and ensure that its Personnel are aware of this Code and comply with it; and
  - ii. communicate the standards expressed in this Code to its Associates.
- b. The Company expects each Supplier to:
  - i. review, consider and ensure that their operations meet the standards identified in this Code; and
  - ii. as set out in section 8(c), include provisions in its agreements with its Associates that require its Associates to comply with the applicable substantive provisions of this Code.

### 1.3 Application to Group

Where a Supplier has any dealings with a Group Company (other than the Company):

- a. it must comply with this Code in respect of those dealings and its operations; and

- b. references to “Company” in this Code should be read as being a reference to the relevant Group Company.

## 1.4 Standards of compliance

- a. In performing its obligations under any agreements or arrangements with the Company, the Supplier must comply with the standards set out in this Code and all applicable Laws where it operates.
- b. If there is a conflict or inconsistency between any applicable Laws, the agreement or arrangement, and this Code, the Company and the Supplier must meet the most stringent standard.

## 1.5 Related documents

Suppliers should also review the Company’s other relevant policies. These include (but are not limited to), the following:

- a. Modern Slavery Policy;
- b. Whistleblower Policy; and
- c. Diversity and Inclusion Policy.

# 2. Workforce matters

## 2.1 Slavery, human trafficking and forced labour

The Company has incorporated the International Labor Organisation’s Declaration on Fundamental Principles and Rights at Work into this Code and its labour practices.

Accordingly, the Supplier must:

- a. comply with all applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force in any part of its supply chain; and
- b. ensure that all of its Personnel have the ability to freely choose their work, including, but not limited to, ensuring that Personnel:
  - i. have unrestricted access to their identity or immigration documents (including passport, visas, work permits or identity cards) at all times and the employers or agents only hold their identity or immigration documents if such holdings are required by law;
  - ii. are able to access basic utilities, such as toilets and portable water;
  - iii. are not subject to physical or financial punishment such as by having their remuneration being withheld or garnished, or financial penalties;
  - iv. are not required to pay employers’ or agents’ recruitment fees or other related fees for their employment;
  - v. are treated humanely and not subject to intimidation, coercion, harassment, bullying, unfair discrimination, physical, verbal or mental abuse, unsafe working conditions and other unlawful or unethical behaviour; and
  - vi. are able to terminate their engagement with a Supplier or its Associate with reasonable notice and without unreasonable penalty;

- c. comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain; and
- d. comply with the Company's Modern Slavery Policy.

## 2.2 Equal opportunities

The Company is an equal opportunity employer. The Supplier must:

- a. not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the Personnel's ability to perform the job subject to any accommodations required or permitted by Law; and
- b. comply with the relevant provisions in the Company's Diversity and Inclusion Policy.

## 2.3 Freedom of association and collective bargaining

The Supplier must respect, and not interfere with, the right of Personnel to decide whether to lawfully associate with groups of their choice, including, but not limited to, the right to form or join trade unions and to engage in collective bargaining.

## 2.4 Working environment

The Supplier must:

- a. provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety Laws and any other relevant Laws where it operates; and
- b. not support or engage in, or require any hazardous labour to be performed by, any person under the age of 18.

Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the Personnel if adequate protections are not taken.

## 2.5 Wages and remuneration

The Supplier must compensate all Personnel with wages, including, but not limited to, overtime premiums, and benefits that at a minimum meet the higher of the minimum remuneration established by:

- a. applicable Laws;
- b. collective agreements;
- c. industry standards,

and are sufficient to cover basic living requirements.

## 2.6 Working hours

The Supplier must ensure that the working hours of its Personnel complies with all applicable Laws.

### 3. Information Security and Data Protection

- a. Without prejudice to the agreement(s) between the Company and the Supplier, the Supplier must have in place appropriate measures to:
  - i. protect the integrity and confidentiality of information (including, but not limited to, information belonging to or supplied by the Company) held on its systems (which include physical and online or electronic systems); and
  - ii. ensure that there is no unauthorised access of the information by third parties, including its Associates.
- b. The Supplier must comply with all data protection Laws and requirements when processing any personal data on the Company's behalf.

### 4. Environmental responsibility

- a. The Supplier must ensure that:
  - i. its operations comply with all applicable environmental Laws, including, but not limited to, Laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic material handling;
  - ii. the goods it manufactures (including, but not limited to, the inputs and components that it incorporates into its goods) comply with all environmental Laws and treaties; and
  - iii. it will only use packaging materials that comply with all applicable environmental Laws and treaties.
- b. The Supplier must have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:
  - i. an assessment of the environmental impact of all historical, current and likely future operations;
  - ii. steps to continuously improve environmental performance, reduce pollution, emissions and waste;
  - iii. measures to reduce the use of all raw materials, energy and supplies; and
  - iv. raising awareness and training employees in environmental matters.

### 5. Bribery and corruption

The Supplier must maintain the highest ethical standards and must comply with all applicable Laws relating to the prevention of bribery and corruption. To that end, the Supplier may not accept, offer, promise, pay, permit or authorise:

- a. bribes, facilitation payments, kickbacks or illegal political contributions;
- b. money, goods, services, gifts entertainment, employment, contracts or other things of value, in order to obtain or retain an advantage; and
- c. any other unlawful or improper payments or benefits.



## 6. Conflicts of interest

The Supplier must avoid any actual, potential or perceived conflicts of interest with the Company and its Personnel. If such a conflict of interest arises, the Supplier is expected to immediately contact the Company and to provide details of that conflict of interest.

## 7. Unfair business practices

The Supplier must comply with all applicable competition Laws including, but not limited to, those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

## 8. Sourcing and managing of Associates

- a. When assessing the Supplier's performance against the requirements set out in this Code, the Company will consider the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.
- b. The Supplier must carry out appropriate due diligence of its prospective Associates that will form part of the Company's upstream supply chain. As a minimum, the due diligence should include the following:
  - i. investigations into prospective suppliers' stance, public statements, compliance with applicable Laws and other actions on human rights, treatment of Personnel, bribery, ethical behaviour and the environment; and
  - ii. risk assessments for countries from which materials, components, or finished goods are sourced by that Associate.
- c. When dealing with Associates, the Supplier must pay its Associates promptly and in accordance with all applicable Laws.

## 9. Training

The Company expects that the Supplier will implement a system of training for its employees to ensure that they are aware of the substantive provisions of this Code.

## 10. Emergency preparedness

The Supplier must have adequate emergency preparedness and response plans for safeguarding their workers, operations and the environment and maintaining security of supply during any natural events, major catastrophes, pandemic diseases and other potential emergency situations and events beyond the reasonable control of the Supplier.

## 11. Self-monitoring, proof of compliance and audit

- a. The Supplier must monitor its compliance with the Code and must report any violations (actual or suspected) of this Code as soon as possible to the Company.
- b. The Supplier must provide any certifications that are required to demonstrate compliance with all

applicable Laws and requirements set out in this Code as soon as reasonably practicable upon written request from the Company and in any event no later than 30 days after receipt of that request.

- c. The Supplier may not retaliate or take disciplinary action against any Personnel or Associate that has, in good faith, reported violations of this Code or questionable conduct, or who has sought advice regarding this Code.
- d. The Supplier must provide written confirmation to the Company as soon as reasonably practicable upon request by the Company and in any event no later than 10 days after receipt of that request, that:
  - i. it has appropriate systems in place to ensure its compliance with this Code; and
  - ii. it has always and continues to be able to comply with this Code for the duration of its relationship with the Company.
- e. In addition to the written confirmation under section 11(d), the Company may (but is not required to) conduct audits to verify the Supplier's compliance with this Code.

## 12. Breach, remediation and termination

Subject to the terms of the applicable contract or arrangement, where the Company becomes aware of any breach or violation (actual or prospective) by the Supplier of the Code or the Company's Modern Slavery Policy, the Company may take various actions, including (but not limited to):

- a. upon 14 days' written notice, provided that breach or violation has not been remedied (or if, in the Company's reasonable opinion, is incapable of being remedied) terminate its business relationship (including, but not limited to, any purchase orders and purchase contracts) with the Supplier, subject to the form of that business relationship;
- b. require the Supplier to produce a remediation plan that will lead to compliance with the Code or the Company's Modern Slavery Policy, and present it to the Company within 28 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, the Company may immediately upon notice terminate the business relationship with the Supplier (including, but not limited to, any purchase orders and contracts between them), subject to the form of that business relationship; and
- c. where relevant, amending the terms of that contract or arrangement.

Subject to the terms of the applicable contract or arrangement, where the Company becomes aware that the Supplier has not complied with an expectation set out in either this Code or the Company's Modern Slavery Policy, the Company may take various actions, including (but not limited to):

- a. working with the Supplier to implement a remediation or performance improvement action plan, for that Supplier to meet that expectation; or
- b. reduce, limit or cease future dealings with the Supplier, including by amending the terms of future purchase orders.

## 13. Definitions

In this policy:

**Associate** means any of the Supplier's suppliers, vendors, agents and subcontractors who are involved in the Group's supply chain;



**Board** means the board of Directors of the Company;

**Code** means this supplier code of conduct and any attachments or annexures to it;

**Company** means Dicker Data Limited ABN 95 000 969 362;

**Constitution** means the constitution of the Company in force from time to time;

**Control** has the meaning given to that term in the Corporations Act;

**Corporations Act** means the Corporations Act 2001 (Cth);

**Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

**Group** means the Company, each of its Subsidiaries and any other Controlling interests that it holds (directly or indirectly) in an entity (whether incorporated or not) wherever located from time to time, including:

- a. Dicker Data New Zealand Ltd, an entity registered in New Zealand (company number 683849);
- b. Dicker Data Financial Services Pty Ltd ACN 616 984 564;
- c. Dicker Data Financial Services NZ Limited, an entity registered in New Zealand (company number 8465328);
- d. Exeed Ltd, an entity registered in New Zealand (company number 3101686);
- e. Express Data Holdings Pty Ltd ACN 132 996 055;
- f. Dicker Data GP Pty Ltd ACN 652 540 139; and
- g. Exeed Australia Limited Partnership ABN 47 588 295 412,

and **Group Company** means any of them;

**Director** means a director of any Group Company;

**Law** includes:

- a. principles of law or equity established by decisions of courts;
- b. statutes, regulations or by-laws; and
- c. requirements and approvals (including conditions),

in Australia or any other jurisdiction in the world that have the force of law;

**Personnel** means any and all of the persons who work for or on behalf of a company or business in any capacity, including employees (at all levels), directors, officers, seconded workers, agency workers, contractors, volunteers, consultants and any other third-party representatives;

**Subsidiary** has the meaning given to that term in the Corporations Act; and

**Supplier** means a company, partnership, business or individual that provides goods or services to any Group Company (including any resellers) and includes that entity's subsidiaries and parent companies.

# 14. Other relevant information

## 14.1 Review of this Code

- a. The Board will review this Code annually to ensure that it achieves the Code’s purpose and complies with the Company’s obligations and strategic objectives.
- b. This Code may be amended by resolution of the Board. A copy of this Code will be available on the Company’s website and distributed as required or on request.

## Document Management

Revision Date	Nature of Amendments
28 June 2024	Approved by the Board of Dicker Data