

Supplier Code of Conduct

The Insignia Financial Supplier Code of Conduct establishes the expected standards of behaviour for all suppliers in alignment with the values and principles upheld by Insignia Financial.

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1. INSIGNIA FINANCIAL COMMITMENT AND EXPECTATIONS

1.1. Introduction

At Insignia Financial Ltd, we are committed to upholding a fair, safe, responsible, and ethical approach to procuring and delivering goods and services.

1.2. Policy Statement

We expect suppliers to share these values and conduct themselves in accordance with our principles which are detailed in this Supplier Code of Conduct (**Code**).

This Supplier Code of Conduct includes:

- Compliance with relevant laws and regulations
- Data Protection, Confidentiality, and Information Security
- Human rights and Workplace Relations
- Occupational Health & Safety
- Ethical Business Practices, Anti-Bribery and Corruption and Improper Conduct
- IFL Brand
- Trade Sanctions
- Environmental Management

Aligned with our corporate values, we pledge to:

- Work closely with our suppliers to encourage their support for our approach and standards.
- Embed those standards into our business practices including training, communications, contracts, agreements, and due diligence processes.
- Apply our standards in a manner that is respectful of local culture and priorities, and culturally appropriate.
- Uphold our “Client First Purpose” principles, which are, “Understand me, Look after me, Secure my future” and engage with our suppliers to facilitate the pursuit of these principles.

We believe that by collaborating with our suppliers, we can create a sustainable future that benefits everyone.

1.3. Scope and Application

This document applies to all third-party vendors and service providers, (**Suppliers**) who provide goods or services of any nature to Insignia Financial Ltd and its corporate group. A reference to ‘IFL’ in this Code means Insignia Financial Ltd and its subsidiaries and related bodies corporate.

2. COMPLIANCE

As a condition of doing business with IFL, we expect all Suppliers to meet or exceed the standards described within this Code.

IFL expects that its Suppliers to:

- Comply with all relevant laws and regulations.
- Comply with the standards described within this Code.
- Communicate this Code to their related entities and supply chains who support the Supplier in the supply of goods and services to IFL.
- Act professionally, with honesty and integrity at all times.
- Respect and maintain IFL's requirements for confidentiality, and personal data privacy.
- Have internal management systems in place to ensure ongoing compliance with this Code.
- Continually monitor their compliance with this code, and promptly notify IFL of any material concerns, conflicts, or breaches.
- Take all reasonable steps to address, remedy and prevent repetition of any breach of this Code.

IFL reserves the right to verify Supplier compliance with this Code and expects Suppliers to cooperate and provide supporting evidence wherever requested by IFL. This may involve self-assessment by Suppliers or requests for further information, site visits or audits by IFL or its authorised representatives.

Where relevant to IFL, or at IFL's discretion, IFL will proactively manage the implementation of this Code by:

- Analysing risks, opportunities and impacts of this code on IFL's supply chain.
- Engaging with and communicating the requirements of the Code and related policies to Suppliers.
- Including the Supplier's compliance, or level of compliance with the Code as part of any purchasing decision.
- Implementing an assurance program to review IFL's material and major Suppliers for their compliance with this Code.
- Working with Suppliers where any non-compliance with this Code is identified. Where a material breach of the Code is identified and not remedied to IFL's satisfaction, IFL may exercise its rights under our agreement with Suppliers, including terminating a Supplier agreement.

3. DATA PROTECTION, CONFIDENTIALITY, AND INFORMATION SECURITY

Suppliers must protect and maintain the confidentiality of any non-public information regarding IFL and its clients. To ensure the protection of IFL's and its clients' information and assets including systems, data and other technology, Suppliers must adhere to legislation and regulations regarding information security controls and the protection of personal information.

To meet these requirements, IFL expects its Suppliers to comply with the IFL IT security standards and requirements specified in their agreement with IFL and implement and maintain appropriate technical, managerial, or organisational measures to ensure ongoing compliance.

3.1. Record Retention

IFL is obligated by legislation and industry codes to retain certain data and records for a specific period. These legislative and regulatory obligations extend to IFL's Suppliers who hold data and records on behalf of IFL.

Supplier's must, where appropriate for their agreement with IFL, and/or while continuing to act as supplier, maintain any IFL data or records for the minimum period stated in applicable regulation or legislation, or as directed by IFL. Furthermore, Suppliers must ensure all IFL data or records are securely destroyed or returned to IFL when requested by IFL or required by law in accordance with IFL's IT security standards and requirements and applicable regulation and legislation.

3.2. Business Continuity Management

To ensure that critical business and IT services to IFL are not disrupted in the event of a disaster, disruption or pandemic; IFL expects its Suppliers will have reasonable and effective business continuity management plans and processes of a nature and quality that would be expected from a Supplier of that type, who provides the relevant services, acting with all reasonable and professionally expected diligence and standards for that industry; or as required as by an existing contract between the Supplier and IFL.

The Suppliers' plans and processes should be appropriate for the nature or goods or services they provide to IFL; as well as any IFL IT security standards and requirements specified in their agreement with IFL. These plans and processes should enable the timely recovery and maintenance of critical business and IT services to IFL.

4. HUMAN RIGHTS AND WORKPLACE RELATIONS

At IFL, we take our commitment to human rights seriously. IFL believes that respecting human rights and promoting diversity and inclusion are key to building a successful and sustainable business. We expect our Suppliers to share this commitment and uphold the following standards.

4.1. Human Rights

Suppliers must:

- Comply with all applicable human rights related laws, both within Australian jurisdiction, their own country, and other jurisdictions applicable to the Supplier, in respect of employees and business operations.
- Conduct business activities in a manner which respects human rights as set out in the UN Universal Declaration of Human Rights and the core conventions of the International Labour Organization.

4.2. Modern Slavery

Suppliers must:

- Not engage in modern slavery practices in their operations or supply chains.
- Take reasonable steps to identify, assess and address any risks or occurrences of modern slavery in their supply chains.

Modern slavery includes any practice or conduct that constitutes slavery, forced labour, human trafficking, child exploitation, involuntary servitude, debt bondage, other slavery-like exploitation or any similar practice or conduct.

4.3. Wages, Benefits & Conditions

Suppliers must:

- Comply with all relevant domestic laws with respect to wages, benefits, leave entitlements and working hours.
- Communicate all relevant employment conditions clearly to employees.
- Compensate employees in compliance with all applicable domestic wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.
- Ensure all disciplinary action, wage deductions and other adverse employee action occur in compliance with domestic laws.

4.4. Child Labour

Suppliers must:

- Not engage or employ children below the minimum legal working age in the country where the work is performed.
- Not require or permit children under 18 years of age to perform hazardous or night work.

4.5. Gender Balance, Diversity, and Inclusion

Suppliers must:

- Provide a workplace that is free of direct and indirect discrimination, harassment, and bullying and ensure this commitment extends to all aspects of workplace relations.
- Consider and treat equally all employees, including providing equal treatment, or treatment that is different but considered equivalent in terms of rights, benefits, obligations, and opportunities.
- Promote an inclusive workplace where all individuals can participate regardless of differences in areas such as race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, social origin, or similar grounds.
- Foster gender balance and greater diversity in the workforce, leadership pipeline and senior executive ranks while ensuring that recruitment and advancement is based on merit.

4.6. Freedom of Association & Collective Bargaining

Suppliers must:

- Encourage open communication and direct engagement between workers and management to resolve workplace issues without fear of reprisal, intimidation, or harassment.
- Respect the rights of workers to establish, join or not join trade unions and any other association of their choice and support the right of representative unions and staff to bargain collectively.

4.7. Employee Development & Training

Suppliers must:

- Provide employees with the appropriate level of training to perform their normal employment duties to completion and necessary to comply with the principles outlined in the Code.
- If engaging apprentices, support the use of legitimate workplace apprenticeship programs, which comply with all relevant laws and regulations.

5. OCCUPATIONAL HEALTH & SAFETY

Occupational Health and Safety is important to us at IFL, and we expect Suppliers to share the same commitment. We require our Suppliers to:

- Comply with all applicable occupational health and safety legislative requirements.
- Provide a safe place to work for employees, contractors, temporary workers, visitors and third parties, by managing risk and employing safe systems of work.
- Develop and maintain a comprehensive health and safety management system in line with the relevant standards that are applicable to the supplier, and as stipulated by any applicable contract between the Supplier and IFL.
- Have appropriate health and safety systems in place, in compliance with applicable laws and regulations, to prevent or minimise health and safety hazards.
- Be able to provide IFL with evidence of compliance with its work health and safety plan and management system.

By adhering to these requirements, Suppliers can help ensure the well-being of all those involved in IFL operations, while also minimising risk and maximizing productivity.

6. ETHICAL BUSINESS PRACTICES, ANTI-BRIBERY AND CORRUPTION AND PROHIBITED CONDUCT

IFL will not tolerate conduct that is unethical, corrupt, illegal or fraudulent. In support of our zero-tolerance approach, Suppliers are required to comply with the following requirements.

6.1. Ethical Business Practices

Suppliers must:

- Act in an ethical, professional, and unbiased manner in its dealings and interactions with IFL and third parties.

6.2. Compliance with Competition laws

Suppliers must compete fairly and comply with all relevant competition laws and regulations.

6.3. Anti-bribery and Corruption

Suppliers must:

- Not engage in fraud, bribery, corruption, or other illegal activities such as secret commissions, whether directly or indirectly or through a third party. This prohibition applies regardless of whether or not a benefit is given or received by a public official or another person and regardless of the value or perceived value of the benefit.
- Comply with all local, national, and relevant international laws and regulations pertaining to anti-bribery, anti-corruption and prohibited business practices.
- Establish and maintain policies and procedures designed to prevent the occurrence of corruption and ensure adherence and adequacy.

6.4. Gifts and Entertainment

Suppliers must:

- Not offer gifts or entertainment to IFL representatives or any IFL-related individuals or company, nor receive any gift or entertainment, that could be perceived to obtain any improper or unfair advantage or influence a commercial outcome or business transaction.

6.5. Conflicts of Interest

Suppliers must avoid conflicts of interest and declare to IFL any actual, potential or perceived conflict of interest in relation to the Supplier's dealings with IFL.

7. SPEAKING UP (WHISTLE-BLOWER PRINCIPLE)

The Whistle-blower Principle is a critical component of IFL’s commitment to conducting business with honesty, fairness, transparency, and integrity.

As part of this commitment, IFL encourages all of our Suppliers to speak up if they suspect any misconduct, wrong-doing, fraud, or unethical conduct in the Supplier’s business or supply chains or in respect of any IFL supply chain operations or representatives.

We take any reports of misconduct seriously and will protect those who speak out.

If a Supplier (including any current or former Supplier employees) has any knowledge or suspicion of any reportable conduct, IFL encourages that person to report the activities or suspicions as soon as possible through one of the following channels:

Whistle-blower Hotline (tollfree)	Within Australia: 1800 792 793 From Outside Australia: +61 1800 792 793
Online Portal	ioof.whispli.com/report Visit link above OR scan the QR code below 
External Whistle-blower Email	IOOFWhistleblower@au.pwc.com
External Whistle-blower Officer Address	IFL External Whistle-blower Officer PO Box Q654, QVB Post Office Sydney NSW 1230

8. IFL BRAND

Suppliers must not use any IFL image or brand elements without the express written permission of an authorised IFL representative, and only in strict accordance with any conditions specified by IFL.

9. TRADE SANCTIONS

Suppliers must:

- Comply with Australian sanctions legislation and prevailing UN Security Council sanctions, together with relevant co-operative US Sanctions and any local or regional sanctions as mandated by the government in the Supplier's jurisdiction.
- Not engage in trade activities with or include in its supply chain any good and services sourced from, sanctioned persons, countries, or organisations.

10. ENVIRONMENTAL MANAGEMENT

Suppliers must:

- Comply with applicable environmental laws and regulations.
- Implement and maintain an appropriate system to manage the environmental impacts of the Supplier's activities that aligns and complies with local, state, or federal government regulations (as applicable), and environmentally responsible business practices. This should be periodically reviewed and improved to ensure effectiveness.
- Embed environmental management principles within business operations and processes, from procurement to product design, manufacturing, packaging, transportation, and disposal. Suppliers should include minimising the use of hazardous substances, promoting eco-design, and considering the entire product life cycle.
- Continuously seek ways to maximise the efficient use of energy, water, resources, and raw materials and minimise waste and pollution, especially greenhouse gas emissions. Suppliers may include setting targets, measuring performance, and implementing improvement actions.
- Establish and maintain processes for data collection, monitoring and reporting environmental performance in accordance with local regulatory requirements and industry best practice for environmental reporting. Suppliers may perform this by tracking key performance indicators such as energy consumption, water usage, waste management and emissions. Where required, the information should be transparently communicated with stakeholders such as customers, regulators, and the public.

11. INVOICING AND PAYMENT TERMS

11.1. Invoicing

When providing an invoice to IFL, Suppliers must ensure the invoice includes:

- The words, “Tax Invoice”, in a prominent and visible location, where the Supplier is registered for GST in Australia. Alternately, the words “Invoice as per the contract”.
- The full Supplier legal entity name, business address, and ABN and/or ACN (for companies registered or domiciled in Australia).
- Complete payment details and contact details for your finance or billing team, in case of queries.
- An invoice number or suitable reference number, and invoice date, the total amount to be paid, and the correct GST amount (applicable to suppliers who are registered or domiciled in Australia).
- A Purchase Order (PO) number as provided by IFL.
- A detailed description of the goods or services that were supplied, delivered, or rendered.
- The correct IFL entity name and ABN the invoice is applicable to, the IFL contact, and project or activity title or reference.

11.2. IFL Payment terms

- IFL’s standard payment terms, unless agreed otherwise, and documented within your agreement with IFL, are 30 days from the date IFL receives an acceptable and undisputed, valid, legal, tax invoice.
- Supplier should ensure that their invoices are accurate, complete and comply with relevant taxation laws and regulations. Any disputes or discrepancies regarding invoicing or payment terms should be promptly communicated and resolved between the parties.

12. FURTHER INFORMATION

For further information regarding this Code, please contact your IFL consultant or the Supplier Support Team in Procurement at Supplier.Support@insigniafinancial.com.au.