



SUPPLIER CODE OF CONDUCT

Oakpont Professionals Pty Ltd

October 2023

1 Purpose

The Supplier Code of Conduct provides procedural guidance for Suppliers and their responsibilities as defined in this policy.

2 SCOPE

This policy is applicable to any Supplier of Oakpont in all countries in which Oakpont operates.

3 DEFINITIONS

The following terms are used in this document and are included in the ***Oakpont Definitions Register***.

Board	The Board of Directors of Oakpont Professionals Pty Ltd (ACN 638 803 611).
CEO	The Chief Executive Officer and Managing Director of Oakpont.
Company	Refers to Oakpont Professionals Pty Ltd (ACN 638 803 611), its subsidiary companies, operating divisions, and business units.
Company Secretary	The Company Secretary of the Company
Company Secretariat	The office of the Company Secretary
Connected Person	In relation to a Director, employee, or contractor: <ul style="list-style-type: none">■ their spouse or domestic partner and child or stepchild and immediate family;■ a relative who has shared their household for at least 12 months as at the date of the relevant conduct;■ companies that are associated with them, or their connected persons by virtue of them holding (together or separately) 20% or more of the securities or controlling the exercise of 20% or more of the voting power at any general meeting;

- a trustee where the beneficiaries of the trust include them or any of their connected persons;
- their business partners and business partners of their connected persons; and
- companies in which they are a director, or a senior executive concerned in, or taking part in, the management of the Company

Contractor	An individual, company or business that carries out work, performs services or provides materials or equipment, for Oakpont under a contract and includes subcontractors and suppliers
Corporations Act	The Corporations Act 2001 (Cth).
Director	Any person who is appointed to the Board and includes alternate directors
Oakpont	Oakpont Professionals Pty Ltd (ACN 638 803 611), its subsidiary companies, operating divisions, and business units.
Public Official	Includes public servants, employees of government owned or controlled enterprises, and any person who is standing for public office or is elected or appointed to any public office.
Supplier	means any firm, individual or third party that provides a product or service or undertakes any activity for or on behalf of Bain, either directly or indirectly.
Supplier Representative	means any individual who works for a Supplier, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to do personally any work or services for the Supplier and includes, without limitation, Supplier’s principals, officers, directors, employees and independent contractors.

4 Introduction

Oakpont is committed to the highest standards of ethical conduct and social and environmental responsibility. We expect our Suppliers to aspire to these same standards in their business operations and, to have their own documented policies and processes in place addressing the matters detailed herein. Additionally, we expect our suppliers to hold their third parties to the same standards. Accordingly, Oakpont has created this Supplier Code of Conduct (the “Code of Conduct”), which sets out the standards expected of any Supplier doing business with Oakpont.

5 SECURITY, DATA PRIVACY AND AI GOVERNANCE

5.1 DATA PRIVACY

Suppliers must comply with applicable privacy and data protections laws and regulations in the respective countries of operation, as well as comply with all information security laws, regulations, and industry standards, secure Oakpoint confidential data and individual personal data and prohibit its unauthorized access or use. Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Oakpoint or obtained by the Supplier on behalf of Oakpoint or Oakpoint's clients ("Oakpoint data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Oakpoint data.

5.2 SYSTEM AND NETWORK ACCESS

Access to Oakpoint systems and data is restricted to only those systems and data that are approved by Oakpoint and necessary to perform the agreed-upon services. Any Supplier Representative that is authorized to access Oakpoint's systems shall comply with Oakpoint's Acceptable Use Policy which will be provided to such Supplier Representative if and as applicable. Any attempt to access data not authorized to Supplier is a violation of Oakpoint security policy. If Oakpoint becomes aware of a Supplier Representative attempting to access systems he or she is not authorized for, Oakpoint will take immediate action, which may include (a) removing Supplier Representative from Oakpoint premises; (b) terminating Supplier Representative's access; (c) terminating Supplier's services contract with Oakpoint. Access codes and passwords may not be shared or communicated to anyone other than the individual to whom the access is assigned. Sharing of these credentials may be cause for termination of access of Supplier Representative(s) and Supplier's services contract with Oakpoint. All extranet (those connections that are not located physically on or within a Oakpoint site) connections must have a Oakpoint-approved security plan on file before the connection may be established and utilized. All Oakpoint-owned hardware and/or Supplier-provided hardware used by Supplier to access Oakpoint systems (including via remote access) shall be subject to a systems hardening review and vulnerability testing measures as conducted by Oakpoint's information security teams and, if necessary, Oakpoint can request that measures be added or configurations changed to ensure the devices meet Oakpoint's security requirements.

The foregoing requirements shall not be deemed to limit, in any way, any representations, warranties or covenants regarding IT, data security and confidentiality included in any agreement between Supplier and Oakpoint.

5.3 USE OF OAKPONT PROPERTY

Supplier is responsible for the proper use of Oakpoint property, and must safeguard it against loss, damage, misuse, or theft. Oakpoint property is provided to Supplier for Oakpoint business purposes only. Personal use of Oakpoint equipment such as phones and computers should be kept to a minimum. Any unauthorized duplication and use of software is a violation of copyright laws of the United States. All Internet, intranet and e-mail activities using Oakpoint systems are to be conducted for legitimate business

purposes that are directly related to the services Supplier is performing for Oakpont. Supplier may not post or discuss business information concerning Oakpont with the media or on the Internet.

5.4 AI GOVERNANCE

In alignment with Oakpont's commitment to responsible AI practices and adherence to applicable laws, we expect all suppliers to demonstrate a thorough understanding and compliance with AI regulations and our established responsible AI goals principles. Suppliers are required to establish robust processes for setting policies and ensuring accountability in the development and deployment of AI systems, reflecting our values of fairness, transparency, and accountability. This includes a commitment to using and/or creating AI technology in a manner that is both favourable and responsible, upholding ethical standards and minimizing potential harm. By adhering to these guidelines, suppliers contribute to the creation of an AI ecosystem that aligns with Oakpont's values and legal obligations.

6 ETHICAL STANDARDS

Oakpont seeks to identify Suppliers that conduct business with ethical standards consistent with its own. Supplier should abide by the following ethical standards and guidelines:

- Obey all relevant laws.
- Treat each other fairly, with dignity and respect.
- Prepare all records of financial transactions carefully and accurately.
- Report financial conditions and results of operations, honestly and promptly.
- Deal honestly and fairly with clients, customers, suppliers, and financial partners.
- Avoid actual and potential conflicts of interest.
- Avoid the improper giving and receiving of gifts.
- Safeguard Oakpont's assets.
- Protect Oakpont's reputation.
- Separate personal political activities from Oakpont's business.
- Report observed violations of legal and ethical standards.

6.1 ANTI BRIBERY AND CORRUPTION PRACTICES

Oakpont seeks to identify Suppliers who adhere to the highest ethical standards in their business practices and their interactions with Oakpont. Corruption, bribery, extortion, and embezzlement, in any form, are strictly prohibited. Suppliers shall not violate the US Foreign Corrupt Practices Act, the UK Bribery Act, any international anti-corruption conventions, and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in corruption, bribery, extortion, or embezzlement in any form. Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Suppliers must uphold fair business standards in advertising, sales, and competition. Suppliers shall implement procedures to ensure its employees and suppliers comply fully with applicable anti-corruption laws and these standards.

In addition, Suppliers shall comply with US sanctions and trade controls, which are administered and enforced by the US Department of Treasury's Office of Foreign Assets Control ("OFAC") and other US government agencies and may also be subject to other sanctions laws applicable where we do business. Suppliers must also ensure any persons, including employees, suppliers, agents, and contractors of Supplier, who are engaged in providing services to Oakpont remain compliant at all times with applicable sanctions and trade controls.

6.2 GIFTS; CONFLICTS OF INTEREST

Oakpont employees may not accept gifts, gratuities, or excessive entertainment (i.e., beyond nominal, conventional business courtesies, such as an occasional luncheon) from any individual or organization with which Oakpont has business dealings and Supplier shall refrain from giving any gifts, payments or the like that would, or could be perceived to violate this policy. Supplier should further refrain from accepting or giving any gifts, favours, payments, entertainment, loans, or the like with a purpose of obtaining any improper advantage or influence for the Supplier, Oakpont or any third party with any client, prospective client or other third party or that create any appearance of impropriety. Supplier must disclose all potential conflicts of interest, including those in which Supplier may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Oakpont, or with other Oakpont employees. Employees of Supplier may not act on behalf of Oakpont in any transaction or business relationship involving themselves or members of their family, or other persons or organization with which they or their family have any significant personal connection or financial interest.

6.3 INSIDER TRADING

Buying or selling securities while in possession of material non-public information that Supplier acquires by virtue of their relationship with Oakpont is prohibited, as is the communication of that information to others, whether expressly or by way of making a recommendation for the purchase or sale of such securities based upon that information.

6.4 FRAUD AND INVESTIGATIONS

Supplier is expected to cooperate with Oakpont investigators, law enforcement and regulatory agencies in the event of any investigation of wrongdoing by Supplier or others doing business with Oakpont. This cooperation includes reporting violations of the law and cooperating with law enforcement agencies in their prosecution efforts.

Should Supplier receive any subpoenas, regulatory requests, media inquiries, or other third-party requests concerning Oakpont, Supplier shall promptly forward such matter to Oakpont, to the extent permitted to do so by law.

6.5 REPRESENTATION OF OAKPONT

Supplier may not represent itself as an employee of Oakpont or enter into any agreement on Oakpont's behalf or in Oakpont's name.



7 HUMAN RIGHTS AND LABOR STANDARDS

7.1 PROHIBITIONS AGAINST DISCRIMINATION AND HARASSMENT

Oakpont does not tolerate unlawful discrimination or harassment in the workplace. Supplier must not engage in any unlawful discriminatory or harassing conduct on Oakpont's facilities or directed at anyone in the workplace. Discrimination or harassment based on race, colour, religion, national origin, citizenship, ancestry, gender (including pregnancy), gender identity, age, disability, marital status, sexual orientation, or other protected characteristic or status is strictly prohibited.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favours, or other visual, verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made, either explicitly or implicitly, a term or a condition of employment; (ii) submission to or rejection of such conduct affects employment opportunities; or (iii) such conduct interferes with an individual's work or creates an intimidating, hostile, or offensive work environment. Examples of sexual harassment include, but are not limited to: sexual gestures, leering, or displaying sexually suggestive objects or pictures; derogatory comments, epithets, slurs, teasing and jokes of a sexual nature; graphic comments about an individual's sex life or body; suggestive or obscene letters, e-mails, notes or invitations; and unwelcome physical contact.

Oakpont may, in its sole and absolute discretion, remove from the premises any Supplier who engages in offending conduct.

Supplier must promptly report any offending behaviour, whether such behaviour is directed to Supplier or to employees of Oakpont, by notifying any member of Oakpont management.

7.2 COMPLIANCE WITH LABOR LAWS; LABOR STANDARDS

Supplier shall comply with all laws applicable to its business. Supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.

7.3 CHILD LABOR

Suppliers are prohibited from using workers under the legal age of employment in any country or local jurisdiction where Supplier performs work for Oakpont. If the minimum age of employment is not defined, the minimum age of employment shall be 15 years of age. In cases where minors are authorized to work, we expect our Suppliers to observe all legal requirements, particularly those pertaining to hours of work, wages, minimum education and working conditions.

7.4 MODERN SLAVERY AND HUMAN TRAFFICKING

Oakpont condemns forced labour and human trafficking and is committed to ensuring that there is no part of this in any part of our global operations. In accordance with this Supplier Code of Conduct, we expect the Suppliers with whom we do business to uphold the same standards.

Suppliers are expected and required to conduct their business in accordance with all applicable laws, rules and regulations including, without limitation, those that relate to modern slavery and human trafficking, such as the United Kingdom's Modern Slavery Act 2015. Suppliers shall not and shall ensure that their employees and subcontractors or any person acting on their behalf do not, engage in any modern slavery practice, which practice may include slavery, servitude, forced or compulsory labour or the facilitation of the travel of another person with a view to that person being exploited.

Suppliers are expected to conduct proper and adequate checks on any agency or company providing labour, employees, contractors, or other persons to the supplier, to ensure that such agency or company does not engage in any modern slavery practice. Suppliers will provide reasonable assistance and information to Oakpont to enable Oakpont to comply with applicable anti-slavery law, prepare a slavery and human trafficking statement if requested by Oakpont, and conduct due diligence to ensure that modern slavery practice is not taking place in the Supplier's business or supply chains.

Suppliers will keep detailed and accurate records as required by law showing all actions taken to prevent modern slavery practices and compliance with applicable anti-slavery laws by themselves and those in their supply chain. Suppliers shall, upon request by Oakpont, provide a director or officer's certification to Oakpont to confirm their compliance with applicable anti-slavery law. If suppliers fail to provide such a certification, Oakpont shall have the right to audit Suppliers' records and personnel to verify compliance with the applicable anti-slavery law.

Suppliers are expected to warrant to Oakpont that they have not, and their officers, employees, agents, subcontractors and any other persons who may perform services for or on behalf of the Suppliers, have not (i) engaged in any practices that amount to modern slavery practices; (ii) breached, or caused any person to breach, any applicable anti-slavery law; (iii) been convicted of any offence involving modern slavery practice; or (iv) been the subject of any government or regulatory investigation or enquiry in relation to modern slavery or any offence under applicable anti-slavery laws. Suppliers are required to notify Oakpont immediately upon becoming aware of any breach or suspected breach of their obligations under this policy, or any potential non-compliance with applicable anti-slavery laws.

Where Oakpont believes that any officers, employees, agents, or subcontractors of a Supplier are engaging in modern slavery practice, Suppliers shall be required to remove such person or entity from the performance of any services to Oakpont, and to take such action as Oakpont requires to ensure that the Supplier fully complies with applicable anti-slavery laws.



7.5 CONFLICT MINERALS

Oakpont expects all Suppliers comply with all applicable conflict minerals rules and adopt policies and procedures that are reasonably designed to prevent products or parts that are not responsibly sourced from entering Oakpont's supply chain and operations.

7.6 COMPENSATION AND WORKING HOURS

Supplier shall comply with the respective national laws and regulations regarding working hours, wages, and benefits.

7.7 HEALTH & SAFETY

Oakpont expects its Suppliers to strive to implement the standards of occupational health and safety at a high level. Supplier complies with applicable occupational health and safety regulations and provides a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.

Oakpont maintains a drug and alcohol-free work environment. No Supplier or Supplier Representative is permitted to possess, consume, sell, or be under the influence of alcohol and illegal drugs (and legal drugs that are not used in a manner consistent with dosage requirements) while in any Oakpont facility. Any Supplier found to be in violation of this policy may be removed from company premises and not allowed to re-enter a Oakpont facility. Firearms and any other weapons are not allowed in any Oakpont facilities and may not be carried when conducting any Oakpont business. Violent or abusive behaviour will not be tolerated at Oakpont. Any Supplier Representative engaging in such conduct may be removed from the premises and not allowed to re-enter a Oakpont facility.

7.8 DISCIPLINARY PRACTICES/COERCION

Oakpont firmly believes that everyone should be treated with dignity. Suppliers shall not inflict or threaten to inflict corporal punishment or any other forms of physical, sexual, psychological, or verbal abuse or harassment on any employees.

7.9 FREEDOM OF ASSOCIATION

Supplier Representatives shall be free to join organizations of their own choice. Suppliers shall respect and recognize the right of employees to join and organize associations of their own choosing, and to bargain collectively. Employees shall not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization.



8 COMPLIANCE

8.1 COMMUNICATION

Supplier will take appropriate steps to ensure that the principles of this Supplier Code of Conduct are communicated to their employees and throughout their own supply chains. Supplier should also take appropriate steps to ensure that the principles of this Supplier Code of Code are adopted and applied by their employees, suppliers, agents, and contractors to the extent applicable.

8.2 ENFORCEMENT

If Oakpont determines that any Supplier has violated this Supplier Code of Code, Oakpont may either terminate its business relationship or require the Supplier to implement a corrective action plan. If corrective action is advised, but not taken, Oakpont will suspend placement of future orders and shall terminate its business relationship with Supplier.

8.3 REPORTING CONCERNS

Actual, or suspected, material violations by a Supplier of this Supplier Code of Conduct should be reported to GlobalLegalGroup@Oakpont.com in the first instance. Similarly, if you are a Supplier to Oakpont and suspect that a Oakpont employee, or anyone acting on behalf of the firm, has engaged in illegal or otherwise improper conduct, you should report the matter to GlobalLegalGroup@Oakpont.com.

8.4 CHANGES TO THE SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct may be revised or updated by Oakpont from time to time. To the extent there is a conflict between this Supplier Code of Conduct and any applicable law or provision of any agreement between Oakpont and Supplier, the applicable law or agreement shall apply.



Document details

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