JOHNS LYNG GROUP

BUILDING AUSTRALIA

SUPPLIER CODE OF CONDUCT

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Introduction

Johns Lyng Group Ltd and its controlled entities ("JLG") is a market leading integrated building services group delivering building and restoration services across Australia, New Zealand and the USA. Underpinned by core values of respect, integrity, courtesy and honesty, JLG defines itself by delivering exceptional customer service outcomes every time.

JLG is committed to ensuring socially and environmentally responsible sourcing practices across our entire supply chain. A key means of implementing this commitment is through our Supplier Code of Conduct, which includes minimum standards of conduct that all Suppliers must meet as a condition of doing business with JLG.

Compliance with our Supplier Code of Conduct

This JLG Supplier Code of Conduct ("Code") applies to all entities and individuals that supply goods or services to JLG ("Suppliers"). This includes Suppliers of the goods we use in our operations, our service providers, our franchisees, and the contractors we engage to undertake work for and on behalf of JLG.

The Code describes minimum standards for all JLG Suppliers in the areas of legal compliance, business integrity, labour and human rights, health and safety and environmental management.

Suppliers must review our Code and be familiar with its requirements. Suppliers must ensure their own Suppliers and authorised Sub-contractors also comply with the standards of conduct outlined in this Code. In the event of material non-compliance with this Code occurring in activities conducted for or on behalf of JLG, the Supplier must promptly notify JLG.

The Code forms part of the contract with our Suppliers and in the event of material non-compliance, we require our Suppliers to develop an action plan to address and remediate such non-compliance. We also reserve the right to discontinue business with the Supplier.

The Code does not replace the local laws of the countries in which our Suppliers operate. In the event of a conflict between the Code and a local law, the more stringent requirement should be followed.

The Code is applicable to all JLG controlled entities. Should a JLG controlled entity wish to adopt its own specific Supplier Code of Conduct, it must be consistent with the minimum standards contained in this Code.

Reporting Violations

Any person, including workers of a Supplier, may report actual or suspected violations of this Code to JLG via email to complianceofficer@johnslyng.com.au. All reports will be duly considered and investigated. The identity of anyone who makes a report will be kept strictly confidential, unless requested otherwise.

Supplier Minimum Standards

1. Legal Compliance, Integrity and Ethical Conduct

Suppliers must:

- Comply with the law, including but not limited to, all legal requirements of the countries in which they operate, manufacture or source goods and services;
- Disclose to JLG any relevant criminal convictions or charges pertaining to the Supplier, its Directors, or key personnel, where such information may reasonably impact their ability to perform their obligations or reflect on their integrity and suitability as a Supplier to JLG;
- Comply with all anti-bribery, anti-corruption, anti-money laundering, privacy and modern slavery laws;
- Not engage in, either directly or indirectly, fraudulent, corrupt, exploitative or collusive activities;
- Not give, offer, accept or request bribes, facilitation payments, secret commissions, or other improper payments, or cause any of them to be given, offered, accepted or requested;
- 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. Disclosure of information is expected to be undertaken without falsification or misrepresentation;

- Conduct themselves in a manner that is fair, ethical and professional;
- Ensure that any social media activity related to JLG or the Works being performed, are approved by JLG and at all times is not disrespectful, unprofessional, harassing, defamatory, discriminatory and does not bring JLG into disrepute;
- Not improperly use any private, confidential or commercially sensitive information in its possession; and
- Comply with all applicable JLG policies.

2. Human Rights

Suppliers must:

- Provide goods and services in a manner consistent with any applicable human rights obligations;
- Respect the human rights, interests and cultural values of local communities in which they operate;
- Communicate and consult with affected communities, particularly those most impacted by their operations; and
- Ensure that their operations do not adversely impact people living with disabilities, marginalised communities or other vulnerable groups, and actively work to protect and promote their rights in all areas of business activities.

3. Modern Slavery

Suppliers must:

- Not engage in, or support the use of, any type of modern slavery, including but not limited to forced labour, bonded labour, indentured labour, forced marriage or human trafficking. This applies to workers directly employed by the Supplier or any third-party providing components, raw materials, labour or services to the Supplier;
- Respect the freedom of movement of their workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment; and
- Remain consistent with relevant modern slavery legislation, proactively identify, address and, where required by legislation, report on risks of modern slavery practices in their business operations and supply chains.

4. Child Labour

Suppliers must:

- Not engage in, or support the use of, child labour. This applies to workers directly employed by the Supplier or any third-party providing components, raw materials, labour or services to the Supplier;
- Comply with the minimum employment age limit defined by local laws;
- Ensure young workers (under the age of 18) do not undertake work which is hazardous or unsafe to their physical and mental health; and
- Be able to verify the age of all workers to ensure compliance.

5. Freedom of Association and Collective Bargaining

Suppliers must:

- To the extent permitted by local laws, respect the right of their workers to freedom of association and collective bargaining. This includes the right to form and join trade unions or other worker associations of their own choosing without harassment, interference or retaliation; and
- When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, allow workers to freely elect their own representatives with whom the Supplier can enter into dialogue about workplace issues.

6. Employment and Contracting Practices

Suppliers must:

- Not engage in or support any form of harassment or abuse in connection with workers' employment, including physical, sexual, verbal or visual behaviour that creates an offensive, hostile, or intimidating environment;
- Follow all applicable laws and regulations with respect to worker wages, working hours and workers compensation insurance;
- Provide each worker with a labour contract in a form and language understandable by the worker, containing details of all legally required employment terms, entitlements and conditions;
- Not use labour-only contracting arrangements, consecutive short-term contracts, excessive piece-work or false apprenticeship schemes to avoid obligations of regular employment to workers;
- Not charge their workers recruitment or employment fees, or otherwise withhold wages;
- If recruitment agents or labour brokers are used, ensure only legally registered/licensed recruitment agents or labour brokers are used and their engagement is subject to a written agreement which ensures compliance with applicable laws and this Code;
- Ensure that migrant workers have the same entitlements as local workers stipulated by local laws and under this Code;
- Act with diligence when engaging and recruiting migrant workers, both directly and indirectly, and ensure all foreign migrant workers are legally eligible to work in the country with valid work permits, when required;
- Not charge back or accept reimbursement from any migrant worker to recover any commissions or fees it has paid to hire migrant workers; and
- Not require migrant workers to surrender their identification documents.

7. Discrimination

Suppliers must:

- Provide a working environment where workers are treated fairly and without discrimination;
- Ensure that all conditions of employment are based on an individual's ability to do the job, not on the basis of personal characteristics, such as age, race, ethnicity, colour, nationality, gender, religion, caste, marital or maternity status, sexual orientation, disability or political beliefs; and
- Actively promote diversity and inclusion within the workplace, ensuring equal opportunity for all individuals, irrespective of their age, race, ethnicity, colour, nationality, gender, religion, caste, marital or maternity status, sexual orientation, disability or political beliefs.

8. Health and Safety

Suppliers must:

- Have knowledge of, and comply with, all local legal regulations on health and safety, including all relevant JLG policies and procedures;
- Complete all required registration, onboarding and induction programs as requested, prior to the commencement of any work and comply with the requirements to complete refresher training where required;
- Manage occupational health and safety hazards and report all incidents and injuries which occur relating to operations, especially those when undertaking work for JLG. In these instances, immediate notification to the JLG representative is required without delay;
- Ensure conditions in all operations, work sites, production facilities or worker residential facilities are safe, clean and consistent with all applicable laws and regulations and/or industry best practices, whichever is higher, in order to avoid preventable work-related accidents and injuries;
- Maintain all licenses and applicable insurance coverage and provide to JLG upon request to ensure compliance;
- Ensure workers are appropriately supervised and trained to perform their jobs safely and receive formal training on health and safety procedures in general; and
- Conduct regular monitoring to check that health and safety procedures are being followed.

9. Product and Services Safety

Suppliers must:

- Ensure that all products and services provided to JLG comply with applicable safety laws, regulations, and standards;
- Take all reasonable steps to prevent product defects and eliminate foreseeable risks to end users;
- Maintain robust quality assurance and control processes throughout the production and delivery lifecycle;
- Promptly notify JLG of any safety incident or product non-compliance and cooperate fully in any required remedial action, including product recalls; and
- Provide clear and accurate product information, instructions, and warnings to prevent misuse or harm.

10. Environment and Waste Management

Suppliers must:

- Ensure all operations are carried out in an environmentally responsible manner and, as a minimum, will meet all relevant local and national environmental protection laws and reporting obligations;
- Ensure all legally required environmental permits, licenses, approvals, and/or other registrations have been obtained and are current;
- Ensure the safe storage, transportation and disposal of hazardous substances, including hazardous waste;
- Maintain policies and practices for the efficient use of energy, water and natural resource consumption;
- Maintain policies and practices that reduce the risk of pollution of land, air or water;
- Maintain policies and practices that minimise greenhouse gas emissions (GHG) and comply with relevant mandatory climate reporting requirements relating to climate risks and opportunities, GHG emissions metrics and targets, risk mitigation and strategy;
- Maintain policies and practices that minimise impacts on biodiversity and ecosystems (e.g illegal logging, pollution, and unsustainable extraction or production of raw materials);
- Maintain policies and practices to reduce waste generation and maximise resource recovery by implementing practices that promote recycling, reuse materials, and divert waste from landfill; and
- Where applicable, have an environmental management plan that takes responsibility for goods and services throughout their lifecycle and minimises the impact on the environment, and ensure that employees are trained to comply with that plan.

11. Digital and Cybersecurity Compliance

Suppliers must:

- Implement appropriate data protection and cybersecurity measures to ensure confidentiality, integrity and availability of all digital information;
- Comply with all applicable data protection and privacy laws, including, but not limited to, the General Data Protection Regulation (GDPR), and any other relevant local or international laws and regulations;
- Have an effective incident response plan in place to promptly detect, respond to, and recover from any cybersecurity incidents or data breaches. In the event of a cybersecurity incident, Suppliers are required to notify JLG within 24 hours of detection, providing relevant details and updates, as necessary;
- Ensure that all workers receive ongoing cybersecurity training, with an emphasis on recognising and preventing common threats such as phishing, malware, and social engineering attacks; and
- Ensure that all authorised Sub-contractors involved in their supply chain comply with cybersecurity and data protection standards outlined in this Code.

12. Unauthorised Sub-contracting

Suppliers must:

- Not sub-contract without the prior authorisation of JLG;
- Where sub-contracting has been authorised by JLG, ensure Sub-contractors comply with the standards of conduct outlined in this Code; and
- Ensure full transparency and traceability in their supply chains, including disclosing the origin of raw materials and services, and ensuring that all stages of production meet the standards set out in this Code.

13. Customer Engagement and Site Conduct

Suppliers must:

- When engaged to perform insurance/disaster response building and restoration Works and services for customers of JLG clients, comply with the JLG Customer Engagement and Site Conduct Standards set out in Appendix 1.

14. Governance and Compliance Management

Suppliers must:

- Have in place policies and procedures to ensure compliance with applicable laws and this Code;
- Have in place policies and procedures to ensure their own Suppliers/authorised Sub-contractors comply with the standards of conduct outlined in this Code;
- Develop and maintain a process to identify, manage and control relevant risks associated with its operations. These include, but are not limited to, supply chain risks and risks relating to labour and human rights, health and safety, the environment, business ethics, and corporate governance;
- Perform periodic evaluations of their facilities and operations, and the facilities and operations of their Sub-contractors;
- Provide training and promote continuous improvement initiatives for their workers on the principles and standards outlined in this Code, ensuring that workers are educated on their rights and responsibilities;
- Ensure that workers have access to fair, transparent and accessible grievance mechanisms that allow them to raise concerns safely and without fear of retaliation;
- Provide a mechanism through which workers can make complaints confidentially or anonymously, particularly in relation to unsafe, unfair or unlawful working conditions, including modern slavery and other forms of exploitation; and
- Cooperate openly and honestly with any JLG audit, assessment, review or reasonable request.

Appendix 1: JLG Customer Engagement and Site Conduct Standards

The requirements outlined in these Customer Engagement and Site Conduct Standards apply to all Suppliers, authorised Sub-contractors and franchisees (Suppliers) and their personnel when performing insurance/disaster response building and restoration services ("Works") for and on behalf of Johns Lyng Group Ltd ("JLG") and its controlled entities, to customers of JLG clients.

1. Customer Engagement

In any first interaction, communicate and explain to the customer that the Supplier has been engaged in the provision of Works on behalf of JLG, providing identification as required.

- Address the customer in a polite and respectful manner;
- Not discuss with the customer, the terms of the customer's insurance or entitlements;
- Communicate and explain the purpose of the visit, including any other future visits or next steps to be taken in the provision of the Works for JLG;
- Always request permission before entering a room where no prior invitation has been given;
- Ensure that no Supplier personnel are left alone on the customer's property with a child or children;
- Ensure that a respectful physical distance is maintained between Supplier personnel and the customer, or any child or other person present in the customer's home;
- Not use language or express body language that could be construed as being intimidating, offensive, discriminatory, sexually suggestive or unduly personal to the customer or any other occupant or visitor on the customer's property;
- Always ask permission before moving any personal possessions of the customer that reasonably obstruct the space where the Works are occurring;
- Leave the customer's property immediately if requested to do so, for any reason, by the customer;
- Provide regular updates on the progress of the Works to both JLG and the customer, at least once per week;
- Communicate any delays to the Works with the customer, as early as possible; and
- At the completion of the Works, thank the customer or relevant party for their cooperation and confirm their satisfaction with the completed Works.

2. Property Access Requirements

- Supplier personnel must refrain from entering a customer's property under the following circumstances:
  - Where there is no responsible adult present at the property;
  - If it were to cause personal distress (for example, if the customer appears to be inappropriately dressed or acting inappropriately under the influence of alcohol or drugs); or
  - There is any other reason to believe that it would not be safe or prudent to do so.
- In any of the above circumstances, the Supplier must contact the appropriate JLG contact, to advise their personnel are unable to proceed with the provision of Works, until further notice.

3. Site Supervision, Conduct and Professionalism

- Ensure that full-time and suitably qualified site supervision of the customer's property is provided (including but not limited to the proper supervision of apprentices, if applicable);
- All Works must be performed with due skill and care and in a professional, punctual, and diligent manner;
- Supplier personnel must be appropriately dressed for the type of Works being undertaken, which includes wearing appropriate personal protective equipment, when necessary;
- Maintain a professional demeanour at all times, including during breaks on-site;
- Demonstrate respect by maintaining the condition of the customer's home and its contents;

- Enter only approved areas of the customer's property and never without permission;
- Always leave open the doors to the rooms in which Supplier personnel are working, unless it is necessary to close them for health and safety reasons;
- Only enter bedrooms if it is necessary for carrying out the agreed Works;
- Not use the customer's property facilities such as toilets, telephone and tools, unless explicit approval is given by the customer;
- Comply with the JLG policy relating to the prohibition of on-site drug and alcohol consumption;
- Ensure working uniforms are clean and presentable;
- Not smoke, vape or use any form of e-cigarette while on the customer's property;
- Not take photos and videos of the customer's property without the permission of the customer; and
- Refrain from using personal mobile devices while conducting the Works on the customer's property.

4. Noise and Cleaning

- Minimise disruption and mess to the customer's property;
- Where possible, notify the customer in advance of noisy Works;
- Refrain from washing work soiled items (e.g. paint brushes) inside the customer's home (where applicable);
- Ensure all working areas on the customer's property are kept clean and free from obstructions;
- Clear the customer's property daily of all debris and dust resulting from the carrying out of the Works;
- Ensure that all work debris inside or outside the customer's property is sufficiently cleared and removed at the end of each working day;
- Ensure the footpath and road are always kept clean and swept, as required;
- Ensure all personal litter (e.g. lunch wrappers or drink dispensers) are removed and do not remain on-site or in the customer's personal rubbish bins; and
- Upon completion of the Works, remove all equipment, facilities, and surplus materials, along with any waste from the work process, and make good all damage or untidiness resulting from any of the activities related to the Works.

5. Parking and Access

- In circumstances where car parking is not available, be responsible for alternative Supplier personnel parking arrangements;
- Ensure access is always maintained to building entrances, all public roads, and thoroughfares, unless formal approval has been obtained from JLG or by the customer or building manager (as the case may be);
- Ensure that no part of any machinery or equipment obstructs any part of the footpath or other emergency access, when undertaking Works; and
- Unless otherwise agreed, assume responsibility for required traffic management and associated permit fees.

6. Property, Equipment and Material Safety

- Assume responsibility for the protection, safe and secure storage, and relocation of tools, materials, plant and equipment when on the customer's property, particularly around children;
- Use protective materials to ensure existing, finished, and unfinished Works are not damaged throughout the provision of the Works;
- Proactively take steps to protect non-damaged areas of the customer's property, unless otherwise required by relevant Health and Safety regulations and JLG policies;
- Take all reasonable actions to protect the customer's property from debris or damage from the Works;
- Report to JLG any damage made to the customer's property immediately, or as soon as reasonably practicable;
- Where possible, notify the customer in advance of using hazardous materials (for example, adhesives, chemicals, etc); and
- At all times, comply with relevant Health and Safety regulations and JLG policies and report any non-compliance to JLG.