



DRA Global Limited  
ABN 75 622 581 935



# SUPPLIER CODE OF CONDUCT

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## INTRODUCTION

The DRA Group is a diversified global engineering, project delivery and operations management group headquartered in Perth, Australia, with an impressive track record spanning more than three decades. Known for its collaborative approach and extensive experience in project development and delivery, as well as turnkey operations and maintenance services, DRA Global delivers optimal solutions that are tailored to meet clients' needs.

The DRA Group has widespread global Supply Chains that incorporate multiple engineering and mining capabilities including industrial, minerals and metal processing, operations and maintenance, infrastructure, energy and water. These core activities are facilitated out of 20 strategically positioned offices across the globe. This expertise and knowledge have seen the successful implementation of more than 7,500 projects and studies worldwide.

The DRA Group values integrity and transparency when engaging with its Suppliers and seeks to work with other like minded persons and entities that share the same principles and values.

The DRA Group expects our Suppliers to align with these values and behaviours. We require our Suppliers to comply with all applicable laws and, in all cases, meet the minimum requirements as detailed in the principles set out in this Supplier Code.

Suppliers are also expected to cascade these principles through their own supply chain. Compliance with this Supplier Code is a material consideration for the DRA Group's assessment of procurement processes.

This Supplier Code is available via the DRA Group's website: [www.DRAglobal.com](http://www.DRAglobal.com)

## SCOPE

This Supplier Code applies to all companies, joint ventures, operations within the DRA Group, excluding Associated Entities.

This Supplier Code applies to all Suppliers to the DRA Group.

This Supplier Code does is not intended to conflict with, modify or replace any existing contracts or other frameworks, policies, standards and procedures that apply in relation to particular types of activities and should be read in conjunction with such other documents and approvals under those documents obtained.

## OBJECTIVES

The DRA Group is committed to working with our Suppliers to achieve outcomes that grow our business, reward shareholders, reflect strong corporate governance and promote ethical environmental and social standards throughout our Supply Chain. The DRA Group requires their Suppliers to practice the highest level of ethical, corporate governance and legal standards when engaged to provide goods and services.

The objective of this Supply Code is to set out:

- // Minimum, mandatory requirements of conduct required of a Supplier and the requirements that the DRA Group encourages and supports Suppliers to adopt, as detailed under the section 'Principles' herein.
- // Guidance to all Employees and Suppliers on managing the DRA Group's obligations and requirements with respect to this Supply Code

# PRINCIPLES

## COMPLIANCE WITH THE LAW

- // Suppliers must ensure that they and their supply chain comply with all applicable laws and regulations of the countries in which operations are undertaken or services provided

## GOVERNANCE

### The DRA Group expects Suppliers to:

- // Have appropriate risk management and governance frameworks in place to ensure legal compliance and best practice standards are adhered to and supported by appropriate standards, policies and procedures
- // Keep complete and accurate records and ensure that information provided to the DRA Group is a true and accurate reflection of their operations, supply chains and business dealings
- // Have processes in place that encourage their employees and supply chain to report any non-compliance with this Supplier Code, anonymously if they prefer, and without retribution

## ANTI-CORRUPTION

- // Suppliers must comply with anti-corruption laws and regulations that apply to their operations in the countries in which they do business

Suppliers are required to refrain from offering or making any payments of money or anything of value to government officials, political parties, candidates for public office, or other persons for any improper purpose. This includes a prohibition on facilitation payments to public officials either directly or indirectly to expedite or secure performance of routine governmental action, even in locations where such activity may not violate local law. Examples of facilitation payments include fees for the expediting or processing of licences, government papers, work permits, inspection, etc. Safety payments for employees are permitted where there is an imminent threat to health or safety. Suppliers are expected to undertake reasonable due diligence to prevent and detect corruption in all business arrangements

- // The DRA Group prohibits the paying or receiving of secret commissions, kickbacks or payments to or from any person or entity. Secret commissions or kickbacks occur where a payment from a third party is received or asked without disclosing that payment to their employer. A secret commission is generally an inducement to a person to use their position to influence the conduct of their employer's business. An example of a secret commission would include making a payment to an employee of a third-party service provider, where that employee or agent does not disclose the payment to the third-party service provider, in return for obtaining a commercial advantage to the Supplier from that third-party service provider. This prohibition applies even in locations where such activity may not violate local law
- // Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or offer of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law
- // Suppliers must not seek an advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the DRA Group, a customer or any third party and includes misappropriation of property
- // Suppliers must ensure that the exchange of gifts, benefits and hospitality are not used to gain an unfair competitive advantage in any business relationship. This includes gifts in the form of cash or cash-equivalents (such as vouchers, gift cards or items that are readily convertible to cash) of any value. This may include the offering or receipt of any gift, benefit or hospitality which is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organisation and are consistent with reasonable marketplace customs and practices
- // Suppliers and their employees must not use any material and non-publicly available information obtained in the course of their business relationship with the DRA Group as the basis for trading or for enabling others to trade in the stock or securities of the DRA Group or associated company

# PRINCIPLES

## DIVERSITY AND INCLUSION

The DRA Group values and supports diversity, equal opportunity and inclusion in its workplace and requires that Suppliers do the same.

Suppliers must not discriminate based on gender, race (including colour, descent, nationality or ethnic origin), religion, religious belief or activity, marital/domestic status, family responsibility or parental status, pregnancy, breastfeeding, age, disability, personal associations, trade union or industrial activity, political opinion, lawful sexual activity, sexual preference, gender identity or intersex status. Further, Suppliers must ensure a workplace free from direct or indirect harassment, bullying and victimisation. Discrimination based on any of the above will not be tolerated by the DRA Group.

The DRA Group respects and supports the legal status and importance of the culture, heritage and traditional rights of First Nations Australians, Historically Disadvantaged Communities and Individuals or other indigenous persons and requires its Suppliers to do the same, where applicable.

## HUMAN RIGHTS AND MODERN SLAVERY

The DRA Group expects Suppliers to comply with all laws of the jurisdictions in which they operate, including all employment laws and those relating to modern slavery and human rights. These laws are guided by international principles encompassed in the United Nations Global Compact, particularly those set out in the United Nations Guiding Principles on Business and Human Rights. These principles include, but are not limited to, health and safety in the workplace, workplace security, basic rights, indigenous people and modern slavery.

The DRA Group is required and committed to adhering to the Australian Modern Slavery Act 2018 and the protection of human rights and requires its Suppliers to do the same. This includes assessing and mitigating the risks of Modern Slavery in the way it conducts its operations and manages its Supply Chains.

Suppliers must not engage, or be complicit in, any form of Modern Slavery practices including, but not limited to, child labour and human trafficking, including forced and indentured labour. Any suspected or actual situations of Modern Slavery practices in

the Supplier's business or supply chain must be reported to the DRA Group as soon as possible. A Speak-Up report can be made using the contact information detailed under the heading 'Speak-Up' herein.

## HEALTH AND SAFETY

The DRA Group expects Suppliers to demonstrate the highest commitment to health and safety. The DRA Group expects to see written health and safety policies and a system to identify risks and manage work-related injury and illness. Dedicated health and safety training and written emergency response plans are also expected by the DRA Group. As stated under "Principles - Compliance with the Law" of this Supplier Code, Suppliers must comply with all applicable health and workplace safety laws and regulations.

## ENVIRONMENT AND COMMUNITY

The DRA Group expects Suppliers to have a written environmental policy or demonstrable commitment to environmental management with plans, where applicable, to identify risks from the services provided and minimise their effects on the environment. The same risk assessment and awareness is expected to be demonstrated to illustrate consideration of the communities in which the Suppliers operate and implementing measures to minimise the risks and impacts of their activities. As stated under "Principles - Compliance with the Law" of this Supplier Code, Suppliers must comply with all applicable environmental laws and regulations.

## PERSONAL DATA, DATA SECURITY AND INTELLECTUAL PROPERTY

Suppliers must ensure and have a process to ensure that they and their supply chain protect, using appropriate electronic and physical security procedures, confidential, personal and sensitive information and uphold privacy rights of individuals in accordance with applicable local and foreign privacy and security of data laws and regulations. This extends to the use of any of this information only for the business purpose for which it was provided or with authorisation from the owner of the information.

Suppliers must comply with all applicable laws governing intellectual property rights, including protection in relation to trademarks, copyrights and patents.

# PRINCIPLES

## SUPPLY CHAIN

The DRA Group expects Suppliers to ensure that there are robust management processes in place for managing their supply chain and that the supply chain to the DRA Group operates in accordance with this Supplier Code.

## CONFLICT OF INTEREST

Suppliers are expected to ensure personal activities and interests and those of employees and subcontractors, do not conflict with their responsibilities to the DRA Group. Suppliers are expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of the DRA Group and personal interests or those of close relatives, friends or associates. Notification of any conflicts of interest may be made directly to the Group Compliance Officer by emailing [complianceofficer@draglobal.com](mailto:complianceofficer@draglobal.com) or by making a Speak-Up Report by using the contact information detailed under the heading 'Speak-Up' herein.

## SPEAK-UP

Suppliers must monitor compliance with this Supplier Code, notify the DRA Group of any breaches of this Supplier Code in a timely manner and take reasonable steps to address, remedy and prevent reoccurrence of any breach of the Supplier Code principles detailed in this "Principles" section. Notification of any breaches of this Supplier Code may be made directly to the Group Compliance Officer by emailing [complianceofficer@draglobal.com](mailto:complianceofficer@draglobal.com) or by making a Speak-Up Report by using the below contact information:

Region	Service Provider	Free Phone	Email	Online
APAC	Deloitte Halo	+61 (1) 800 173 918	DRAwhistleblowerservice@deloitte.com.au	www.DRAwhistleblowerservice.deloitte.com.au
EMEA	Deloitte Tip-Offs	+27 (0) 800 384 427 or +27 (0) 31 571 8757	dra@tip-offs.com	www.tip-offs.com
Americas	Internal (Americas legal representative – Melissa Struzzi)	+1 (0) 724 754 9799	melissa.struzzi@draglobal.com	N/A

*Information or advice about making a Speak-Up Report can be obtained by contacting the Speak-Up Protection Officer by emailing: [speakupprotectionofficer@draglobal.com](mailto:speakupprotectionofficer@draglobal.com).*



## DEALING WITH THE DRA GROUP

In addition to complying with all terms and conditions of any contract entered into with the DRA Group, we require Suppliers to participate in contract performance reviews when requested and do all things reasonably necessary to protect the reputation, assets and information of the DRA Group in connection with the contract and this Supplier Code.

We acknowledge that this Supplier Code cannot cover every situation or scenario and our Suppliers will also need to make judgments on their legal, governance and ethical responsibilities. We encourage our Suppliers to engage with their DRA contact person in the first instance on any issues that may arise or about any questions or feedback about this Supplier Code.



## DEFINITIONS

Terms	Definition
“Associated Entities”	Entities that are partially owned, not controlled and actively managed outside of the DRA Group to provide services but where the DRA Group retains an interest classified as such for accounting purposes
“DRA Global”	DRA Global Limited, registration number ACN 622 581 935
“DRA Group”	DRA Global and its subsidiaries, associates and joint ventures
“Employees”	Any employee of the DRA Group, including Directors, prescribed and other company officers, permanent and temporary staff
“Misconduct”	Misconduct or an improper state of affairs or circumstances within the DRA Group
“Modern Slavery”	Practices which involve the worst and most serious types of exploitation as trafficking in persons, slavery, servitude, forced labour, forced marriage, debt bondage, child labour and deceptive recruiting for labour or services
“Modern Slavery Act 2018”	Commonwealth legislation enacted by the Parliament of Australia on 29 November 2018 and which commenced on 1 January 2019
“Speak-Up Protection Officer”	The individual named in the Speak-Up Standard that is responsible for administering the day-to-day activities associated with Speak-Up Reports and the Speak-Up Standard, through the Speak-Up Protection Office
“Speak-Up Report”	A verbal or written report by an individual alleging Misconduct
“Supplier”	Any organisation or person who provides the DRA Group with goods or services, including their employees, subcontractors, agents, related entities and consultants
“Supply Chains”	The products and services (including labour) that contribute to the DRA Group’s own products and services, including products and services from outside a Supplier’s home country and extends beyond direct suppliers
“Supplier Code”	This Supplier Code of Conduct





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**THE DRA GROUP INCLUDES THE FOLLOWING BUSINESSES:**



**Speak-Up Service**

Telephone:

Australia +61 (1) 800 173 918  
Africa +27 (0) 800 384 427 or  
+27 (0) 31 571 8757  
America +1 (0) 724 754 9799

Online:

[www.DRASpeakupservice.deloitte.com.au](http://www.DRASpeakupservice.deloitte.com.au) // [www.tip-offs.com](http://www.tip-offs.com)

Email:

[DRASpeakupservice@deloitte.com.au](mailto:DRASpeakupservice@deloitte.com.au) // [dra@tip-offs.com](mailto:dra@tip-offs.com) // [speakupprotectionofficer@DRAGlobal.com](mailto:speakupprotectionofficer@DRAGlobal.com)