

# Ethical Sourcing Code

Wesfarmers OneDigital

June 2024

## Contents

<b>Introduction</b> .....	<b>3</b>
Compliance with our ESC .....	3
Transparency .....	3
Reporting violations .....	4
<b>Minimum Standards</b> .....	<b>4</b>
1. Legal Compliance .....	4
2. Child Labour .....	4
3. Modern Slavery (Forced Labour) .....	5
4. Wages, Benefits and Transparent Record Keeping .....	5
5. Working Hours .....	5
6. Discrimination .....	5
7. Harassment and Abuse .....	6
8. Freedom of Association and Collective Bargaining .....	6
9. Health and Safety .....	6
10. Migrant Workers .....	6
11. Hiring and Regular Employment .....	6
12. Environment .....	6
13. Animal Welfare .....	7
14. Anti-corruption .....	7
15. Subcontracting .....	7
16. Grievance Mechanisms .....	7
17. Compliance Management System .....	7
<b>Appendix A: Definitions</b> .....	<b>8</b>

### Introduction

As businesses within the Wesfarmers OneDigital division, Catch.com.au, OnePass and OneData, we are committed to conducting business with the highest standards of integrity, in accordance with our international obligations and in compliance with all applicable laws. We work with suppliers who share and follow our high standards of conduct in whichever country they operate.

Our Ethical Sourcing Code (ESC) includes minimum standards that all suppliers must meet as a condition of doing business with OneDigital. The ESC is based on our commitment to:

- respect the core labour standards established by the International Labour Organization (ILO)
- protect and respect human rights as set out in the United Nations Universal Declaration of Human Rights and Guiding Principles on Business and Human Rights
- to mitigate the risk of modern slavery in our supply chains
- promote environmental sustainability.

### Compliance with our ESC

The ESC applies to all suppliers of OneDigital with whom we have a direct relationship to source goods and services we sell or use in our businesses ("Suppliers"). This includes:

- suppliers of merchandise sold via the Catch.com.au internet platforms
- third party sellers advertising and selling merchandise via the Catch.com.au marketplace
- suppliers of goods not for resale (GNFR) supplied to OneDigital businesses
- suppliers of services supplied to OneDigital businesses.

The ESC forms part of the contract with our Suppliers. Accordingly, Suppliers must review the ESC and be familiar with its requirements. Suppliers must also ensure their own Suppliers, or any third party providing raw materials, components, labour or services to the Supplier, also comply with the minimum standards outlined in this ESC.

The ESC is supported by a compliance program, which includes, among other things, processes for Supplier due diligence, factory disclosure (own brand products), ethical sourcing audits for high-risk Suppliers, training and responding to critical non-compliances.

OneDigital expects our Suppliers to be honest and transparent in their dealings with us and to commit to making continual improvements in their operations. In the event of a non-compliance with the ESC, we expect the Supplier to develop an action plan to address and remediate it. We also reserve the right to discontinue business with the Supplier.

The ESC does not replace the local laws of the countries in which our Suppliers operate. At a minimum, Suppliers should be familiar with and comply with all relevant local laws and regulations. In the event of a conflict between the ESC and a local law, the stricter requirement will apply.

### Transparency

Supply chain transparency is a cornerstone principle of our Ethical Sourcing program. A fully transparent supply chain will assist OneDigital to ensure that each Supplier in the supply chain meets our ESC. It will also enable OneDigital to comply with reporting requirements arising under the *Australian Modern Slavery Act 2018 (Cth)*.

Upon request, and in the form requested by OneDigital, Suppliers must disclose information about their supply chain. Such information may relate to any supplier (goods or services), location, process, component, or raw material at any tier in the supply chain.

OneDigital may make public or publish any of the above information, including the name and address of any Supplier in the supply chain.

## Reporting

Any actual or suspected breach of the ESC can be reported on the OneDigital *SpeakUp* channel.

*SpeakUp* is a confidential hotline and reporting service provided by, Navex Global, an independent service provider for OneDigital directors, team members, suppliers, contractors and their relatives to report incidents of misconduct. The service is available 24 hours a day, seven days a week, with multiple reporting options.

The service is provided to Kmart Group and associated entities. All OneDigital reports are confidentially isolated and only provided to OneDigital Protected Disclosure Officers.

**Report by phone (toll free numbers) Australia - 1800 518 230**

- **China** - 400 120 3569
- **India** - 000 800 919 1304
- **Hong Kong** - 800 931 606
- **Indonesia** - 0800 1503240

Reports in other countries can be made using the online or mobile reporting options available in all countries.

**Online:** <https://catch.com.au/speakup>

**Mobile:** QR code scan



OneDigital is committed to ensuring confidentiality in respect of all matters raised through the *SpeakUp* channel and protect those who raise concerns or make allegations from any kind of victimisation, except where it is required to be disclosed by law. In some circumstances the identity of the caller and the information disclosed may need to be disclosed for a full and fair investigation of the report to proceed. In these cases, the reporter's consent will be sought before any disclosure.

## Minimum Standards

### 1. Legal Compliance

Suppliers must fully comply with the legal requirements of the countries in which they operate. All requirements in this ESC are in addition to compliance with applicable local laws.

### 2. 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 raw materials, components, labour or services to the Supplier. Suppliers must comply with the minimum employment age limit defined by national law or by International Labour Organization (ILO) conventions. Furthermore, young workers (under the age of 18) must not undertake work which is hazardous or unsafe to their physical and mental health.

Suppliers must also be able to verify the age of all workers to ensure compliance. Suppliers must also accept the principles of remediation of child and underage workers, and where such labour is discovered,

suppliers must establish and implement appropriate remediation for such workers and introduce effective systems to prevent the use of child labour in the future.

### 3. Modern Slavery (Forced Labour)

Suppliers must not engage in or support the use of any type of modern slavery, including forced labour, bonded labour or indentured labour. This applies to workers directly employed by the Supplier or any third party providing raw materials, components, labour or services to the Supplier. Further, Suppliers shall 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 leaving their employment after reasonable notice.

### 4. Wages, Benefits and Transparent Record Keeping

Suppliers must comply at a minimum with all laws regulating local wages, overtime compensation and legally mandated benefits. Record keeping must be accurate and transparent. Workers must be provided with written and understandable information about their employment conditions before they enter employment and about their wages for each pay period. Deductions from wages for disciplinary measures or any deductions from wages not provided for by law shall not occur without the express permission of the worker concerned. All disciplinary measures should be recorded.

### 5. Working Hours

Working hours must comply with applicable local laws. Workers should not be required to work more than the maximum hours per week as stipulated by local laws or in the absence of such law by the applicable ILO convention. Overtime shall be agreed, shall not be excessive, shall not be requested on a regular basis and shall be compensated as prescribed by applicable local laws.

### 6. Discrimination

Suppliers must provide a working environment where workers are treated fairly and without discrimination. All conditions of employment must be 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, marital or maternity status, sexual orientation, disability, union membership or political beliefs.

### 7. Harassment and Abuse

Suppliers must treat workers with dignity and respect. In particular, Suppliers must provide a workplace free from harassment or abuse of any form, including physical, sexual, verbal or visual behaviour that creates an offensive, hostile or intimidating environment.

### 8. Freedom of Association and Collective Bargaining

Suppliers shall respect the rights of workers to lawfully associate or not to associate with groups of their choosing, as long as such groups are legal in the country of operation. Workers should have the right to join or form trade unions of their choosing. Suppliers should not interfere with, obstruct or prevent legitimate related activities, such as collective bargaining.

Workers are allowed to select worker representatives. Representatives should not be discriminated against and should have regular access to company management or appropriate process in order to address grievances and other issues. Suppliers must have a policy in place for workers to approach management on issues of concern, on their own or through worker representatives, confidentially.

### 9. Health and Safety

Suppliers must provide a safe and hygienic working environment that is without risk to health, taking into consideration knowledge of the relevant industry and any specific hazards. Workers shall receive adequate and regular training to perform their jobs in a safe manner.

Personal protective equipment and machinery safeguards shall be supplied, and workers trained in their use. Where Suppliers provide accommodation, it shall be clean, safe and meet the basic needs of workers. Workers will have access to clean toilet facilities, clean drinking water and, where appropriate, sanitary facilities for food storage and preparation. Workers have the right to refuse work that is unsafe.

### 10. Migrant Workers

Suppliers must ensure that migrant workers have the same entitlement as local workers stipulated by local law and under this ESC. Any commissions and other fees in connection with employment of migrant workers must be covered by the employer. The employer must not require the worker to surrender identification documents. Workers employed through a third-party agent or contractors are the responsibility of the Suppliers, and are thus covered by this ESC.

### 11. Hiring and Regular Employment

Suppliers must provide each worker with a clear labour contract in a form and language understandable by the worker, containing details of all legally required employment terms, entitlements and conditions. In addition, obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting arrangements, consecutive short-term contracts, excessive piece rate work or false apprenticeship schemes.

### 12. Environment

Suppliers must meet all relevant local and national environmental protection laws, and will, as far as practicable, comply with international environment protection standards.

### 13. Animal Welfare

Suppliers must ensure animals are treated humanely and with respect.

### 14. Anti-corruption

Bribes, favours, benefits or other similar unlawful or improper payments, in cash or in kind, are strictly prohibited, whether given to obtain business or otherwise. Suppliers shall keep accurate records of all payments made and received in cash or in kind, for audit purposes.

### 15. Subcontracting

Suppliers must not sub-contract without prior authorisation. Where sub-contracting has been authorised, Suppliers must ensure sub-contractors also comply with this ESC.

### 16. Grievance Mechanisms

Where grievance mechanisms have been established at specific supplier sites, the Supplier will not interfere with the operation of such grievance mechanisms.

### 17. Compliance Management System

Suppliers must have in place a compliance management system to ensure (a) compliance with applicable laws and regulations; (b) conformance with this ESC; (c) identification and mitigation of compliance risks related to this ESC; and (d) continual improvement.

## Appendix A: Definitions

### **Bonded Labour**

Work for an employer not for compensation received by the worker, but to pay off a debt, which is often incurred by another person offering the worker's labour in exchange.

### **Child Labour**

Child labour is any work by a child or young person, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to interfere with that person's education, or to be harmful to that person's health or mental, spiritual, moral or social development. 'Child (or Children)' is a person under the age of 15, or below the age at which school attendance is not compulsory under local law, whichever is older. 'Young Person' is a person under the age of 18 but not classified as a child.

### **Excessive Fees**

Fees charged to a worker that is in excess of the amount legally permitted by any applicable law of the host or home country. Or, in the absence of such law, fees substantially above the prevailing market rate.

### **Employment Eligibility Fees**

Fees and costs associated with employment, including recruitment agency/placement firm fees, visas, health checks, work permit and work registration fees.

### **Factory**

Any facility used in the production of goods.

### **Freedom of Association**

The right of all workers to join or form a trade union of their own choosing, which is legal in the country in which merchandise is manufactured, and carry out trade union activities without interference from their employer or from public authorities.

### **Forced Labour**

Any work or service extracted from a person under the threat of any penalty and for which the person has not offered himself or herself voluntarily.

### **Grievance Procedure**

A process or procedure for workers who may feel that they have been treated unfairly to voice their concerns without fear of repercussion.

### **Harassment**

Any physical, verbal, sexual, or psychological nature, offensive conduct that threatens human dignity and morale.

### **Hazardous Work**

Hazardous work includes working: with dangerous machinery/equipment (e.g. knives, saws); with chemicals or hazardous substances; in working conditions which may expose a worker to extreme noise, vibrations, cold or hot conditions; in dangerously confined spaces; and with heavy lifting.

### **Human Rights**

A set of principles defined in the Universal Declaration of Human Rights (1948), based on the recognition of the inherent dignity and the equal and inalienable rights of all members of the human family as the foundation of freedom, justice and peace in the world.

### **Indentured Labour**

Work performed on behalf of an employer who forbids workers from leaving employment at the worker's discretion.

### **International Labour Organization (ILO)**

The ILO is the international organisation responsible for drawing up and overseeing international labour standards. It is the only 'tripartite' United Nations agency that brings together representatives of governments, employers and workers to jointly shape policies and programmes promoting Decent Work for all. [www.ilo.org](http://www.ilo.org)

### **ILO Core Labour standards**

The ILO core labour standards consist of the following standards, laid out in eight conventions:

- Freedom of association and the effective recognition of the right to collective bargaining (Convention No. 87 & No. 98)
- The elimination of all forms of forced and compulsory labour (Convention No. 29 & No. 105)
- The effective abolition of child labour (Convention No. 138 & No. 182)
- The elimination of discrimination in respect of employment and occupation (Convention No. 100 & No. 111)



**Migrant Worker**

A person who is to be engaged, is engaged or has been engaged as a worker in a Country of which he or she is not a national.

**Piece Rate**

A method of paying workers by the number of items they produce, rather than the number of hours they work.

**Sub-contractor**

A sub-contractor is an individual or a business that agrees to perform part or all of the obligations of a Supplier's contract (whether in writing or not).

**Trade Union (or Union)**

An organisation of workers that promotes and protects the interests of its members on issues such as wages and working conditions, especially through negotiations with employers.

**Young Worker**

Any worker above the age of a child as defined by local or national law and under the age of 18.

**Worker**

A worker is defined widely to include any person working for or on behalf of a supplier, including but not limited to, employees, contractors, managers, staff, apprentices, sub-contractors, agents, and consultants.

## Questions

If you have any questions about this Code, you can reach out to the [Corporate Affairs and Sustainability team](#).

Other Details	
Created On -	January 2023
Last Updated -	June 2024
Next Review -	January 2026
Policy Owner -	General Manager, Corporate Affairs and Sustainability