



SAGE GROUP

**CORPORATE RESPONSIBILITY
CHARTER**

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Commitment to corporate responsibility

The SAGE Group of companies (SAGE) expects its suppliers' full compliance with all applicable laws and regulations of the countries in which they operate.

For the purpose of this Corporate Responsibility Charter (Charter), suppliers includes suppliers, sub-contractors, contractors, distributors and resellers to any member of the SAGE Group.

Suppliers hereby acknowledge that they have read and understood the terms and conditions set out in this Charter and agree that they shall comply with this Charter in all respects. Suppliers acknowledge that their non-compliance with this Charter may constitute a breach of their contractual obligations to SAGE which may involve, depending on the severity of the breach, the termination of their contract with SAGE.

Suppliers must ensure that their own suppliers, contractors and sub-contractors comply with the requirements of this Charter.

Compliance with laws

Suppliers shall comply with all laws of the countries in which they operate including, without limitation, laws designed to protect human rights, the fight against corruption, money laundering, terrorism, data protection, privacy, international trade compliance, workplace health and safety and the protection of the environment.

Harassment and discrimination

Suppliers must ensure that their staff are provided with a work environment that is free from physical, psychological and verbal harassment and conduct. Suppliers must also provide a safe and healthy working environment for their staff.

Suppliers are expected to provide equal employment opportunity and treatment of staff through non-discrimination on the grounds of ethnic origin, sex, age, sexual orientation, trade union membership, political or personal beliefs. Suppliers are also expected to treat applicants for employment fairly and without discrimination.

Suppliers must respect the rights of workers to associate freely with management regarding working conditions without fear of harassment, intimidation, penalty or reprisal.

Wages and benefits

Suppliers must pay workers at least the minimum compensation required by local laws and pay all legal benefits and entitlements. Workers must be paid overtime in accordance with their legal entitlements.

Modern Slavery

Suppliers must ensure that illegal child labour is not used in the performance of any work. A child is any person under the minimum legal working age as defined by the International Labour Organisation or under the minimum legal working age for employment in the country where the work is performed (whichever is older).

Suppliers must comply with laws prohibiting human trafficking and must not violate the human rights of others. Suppliers must address any adverse impact their operations may have on human rights.

Anti-corruption

Suppliers are required to comply with foreign and domestic laws against bribery and corruption such as the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and other applicable anti-corruption laws.

Suppliers are required to implement governance processes within their organisation in order to ensure compliance with all applicable anti-corruption laws.

Suppliers must not, either directly or through a third party, offer any gift or benefit to any person with the intention that the person abuses their position or makes illegitimate use of his or her influence in order to obtain jobs, contracts or any other benefit. This includes offering or making improper payments of money or offering anything of value to government officials.

Anti-competitive conduct

Suppliers must comply with all laws aimed at protecting competition and prohibiting anti-competitive conduct.

Suppliers must not collude with their competitors to fix prices or rig bids and must not exchange competitively sensitive information with competitors.

Fraud and deception

Suppliers must not attempt to gain any advantage by acting fraudulently or making misleading or deceptive claims. This includes not defrauding or stealing from SAGE, a customer or any third party.

Insider trading

Suppliers must not use any material or non-publicly disclosed information obtained in the course of their business relationship with SAGE as a basis for trading or enabling another to trade in the shares of any company.

Confidential information

Suppliers must properly handle sensitive information including confidential and personal information. Confidential information must not be used for any purpose other than the specific business purpose for which it was provided. Suppliers must comply with all applicable laws governing the protection of intellectual property rights.

Suppliers must comply with the laws governing the protection of personal information in the jurisdictions in which they operate or supply goods or services, such as the Australian Privacy Principles and the General Data Protection Regulation (GDPR).

Suppliers must also protect the confidential and proprietary information of others from unauthorised access, misuse, destruction or disclosure through the use of appropriate security measures which are consistent with industry standards.

Work health and safety

Suppliers must establish a work health and safety management system which complies with Australian Standard 4801 or ISO 45001:2018 and the laws of the countries in which they operate.

Suppliers must take all reasonably practicable steps to ensure the health and safety of all workers engaged or caused to be engaged by the supplier and that the health and safety of others is not put at risk by work carried out by the supplier.

Environmental protection

Suppliers shall establish an appropriate environmental management system which complies with the laws of the jurisdictions in which they operate.

Suppliers must take all reasonable action to operate in a manner that limits the environmental impact of their operations by seeking to reduce their consumption of energy and production of waste and by controlling all other forms of pollution.

International trade compliance

Suppliers must ensure that their business practices comply with all applicable laws governing the importation of materials as well as other foreign trade controls and restrictions from the United States of America, the European Union and the United Kingdom.

Suppliers must not conduct any transactions with a denied or restricted entity or individual or any country that is prohibited under the laws of the United States of America, the European Union or the United Kingdom.

Conflict of interest

Suppliers must implement policies to avoid conflicts of interest or situations which could lead to a potential or perceived conflict of interest. This includes a conflict between the activities of supplier's staff and their personal interests or those of their relatives or close friends.

Maintaining accurate records

Suppliers must keep accurate records of the conduct of their business and must maintain the records in accordance with the retention requirements of the applicable laws. Suppliers must provide records upon reasonable written request and will permit SAGE or its auditors to perform audits to verify their compliance with this Charter.



A photograph of three business professionals in a meeting. A man in a dark suit and tie is pointing at a tablet on a wooden table. A woman in a dark blazer and light shirt is looking at the tablet. Another man in a dark suit is partially visible on the left, looking down. The background shows a modern office with large windows and bookshelves.

Notification obligations

Suppliers agree to notify SAGE promptly of any actual or suspected breach of this Charter whether committed or allegedly committed by SAGE staff or supplier's staff, subcontractors or suppliers.

Suppliers must provide their staff with mechanisms for raising legal or ethical issues or concerns with management without fear of retribution.

Consequences of breaching the SAGE Group Corporate Responsibility Charter

If the requirements of this Charter are not met by a supplier, SAGE may review its relationship with the supplier which may involve either suspending or terminating the relationship.

Commitment to compliance

As part of the supplier pre-qualification process, the supplier confirms that it agrees to comply with all requirements of this Charter. The Supplier shall notify SAGE promptly of any matter or event which may or does affect the supplier's compliance with this Charter.



Application Form

This application form is part of the Suppliers pre-qualification process.

Company name: _____

Signature: _____

Name and title: _____

Date: _____