

# Modern Slavery Supplier Code of Conduct

*This Modern Slavery Supplier Code of Conduct (Supplier Code) sets out Vickery Bros Pty Ltd's (Vickery Bros) commitment to enforce the intent of the Modern Slavery Act 2018 (Cth) and Vickery Bros' expectation that any Supplier will support this commitment by taking steps to limit the risk of modern slavery occurring within the Supplier's own business and their supply chain.*

## 1. Background

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Modern slavery can occur almost anywhere, affecting people of any age, gender, or background within homes, workplaces, and in rural or urban areas. It is prevalent in various industries, including but not limited to the agricultural and logistics sectors within which Vickery Bros operates. Modern slavery is often hidden within the complex global supply chains that produce the goods and services acquired by Vickery Bros.

The global drivers of modern slavery include poverty, displacement, gender inequality, lack of economic opportunity, lack of access to education and weak rule of law.

Modern slavery includes, but is not limited to, human trafficking, slavery and slavery-like practices such as forced labour, forced marriage, servitude, debt bondage and deceptive recruiting. Modern slavery also includes the worst forms of child labour.

## 2. Objectives

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Vickery Bros is committed to:

- 1.1. Leadership at all levels that is demonstrated through actions, accountability and commitment to the promotion of a zero tolerance for modern slavery;
- 1.2. Compliance with Modern Slavery and Human Rights laws, both domestically and internationally as required;
- 1.3. Promoting an awareness of modern slavery to our employees and suppliers;
- 1.4. Continuous improvement of modern slavery data collection and reporting systems to ensure they effectively capture emerging risks;
- 1.5. Working with suppliers and employees ensure that modern slavery risks are identified and mitigated;
- 1.6. Embracing innovation and technologies wherever reasonably practicable to identify, monitor and mitigate against modern slavery;
- 1.7. Equipping our people with information, training and resources to empower them to identify and mitigate modern slavery risks; and
- 1.8. Fostering work relationships in order to integrate modern slavery mitigation into work processes wherever possible.

## 3. Application

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Suppliers are required to be bound by this Supplier Code and must take all reasonable efforts to ensure that its personnel and its subcontractors comply with this Supplier Code.

## 4. Compliance

Vickey Bros is committed to complying with all modern slavery and related laws, both domestically and internationally (Modern Slavery Laws). Vickery Bros requires all Suppliers to comply with Modern Slavery and Human Rights laws and not do or omit to do anything that will cause Vickery Bros to breach Modern Slavery Laws or Human Rights laws.

## 5. Definitions

Term	Meaning
<b>Child Labour</b>	While not always illegal in the jurisdiction in which it takes places, child labour involves the employment of children that is exploitative or is likely to be hazardous to or interfere with a child's education, health (including mental health), physical wellbeing or social development. Example: A child may be forced into hazardous work such as loading heavy cargoes under pressure to find money for their survival and that of their family.
<b>Deceptive Recruiting</b>	Occurs when a person uses tricks or lies to recruit someone for a job involving exploitation.
<b>Debt Bondage</b>	Occurs when someone is forced to work to repay an excessive debt that they might never be able to pay off. The debt may be real or not.
<b>Employee</b>	A person employed under a contract of employment or contract of training as defined in the OHS Act <sup>1</sup> .  The term Employee as used in this policy also taken to mean those persons included under the definition of 'Worker' under the WHS Act <sup>2</sup> , being a person who carries out work in any capacity for Vickery Bros, and includes working as: <ul style="list-style-type: none"> <li>• an employee;</li> <li>• a contractor or subcontractor;</li> <li>• an employee of a contractor or subcontractor</li> <li>• an employee of a labour hire company who has been assigned to work in the person's business or undertaking;</li> <li>• an outworker;</li> <li>• an apprentice or trainee</li> <li>• a student gaining work experience</li> <li>• a volunteer; or</li> <li>• a person of a prescribed class.</li> </ul>
<b>Forced Labour</b>	Occurs where coercion such as manipulation, control or violence, threats or lies are used to make someone feel they cannot stop working or leave their place of work.

<sup>1</sup> Section 5 of the *Occupational Health and Safety Act 2004 (Vic)*

<sup>2</sup> Section 7 of the *Work Health and Safety Act 2012 (SA)*

Term	Meaning
<b>Forced Marriage</b>	Occurs when a person is made to get married without their free and full consent. This means they did not agree to the marriage by their own choice. No child under 16 can legally agree to a marriage.
<b>Human Rights</b>	Include (but are not limited to): <ul style="list-style-type: none"> <li>the absolute right to freedom from slavery and forced labour (Article 8 ICCPR);</li> <li>the absolute right to freedom from torture and other cruel, inhuman or degrading treatment or punishment (Article 7 ICCPR, Articles 1, 2, 3, 13, 14, 15; 16 UNCAT);</li> <li>the right to work and rights at work (Article 6 and 7 IECSCR);</li> <li>the right to protection from exploitation, violence and abuse (Article 20 ICCPR, Article 19 CRC, Article 16 CRPD);</li> <li>the right to freedom of movement (Article 12 and 13 ICCPR); and</li> <li>the right to privacy and reputation (Article 17 ICCPR).</li> </ul>
<b>Human Rights Instruments</b>	Are rights conferred under the following (not exhaustive) list of instruments: <ul style="list-style-type: none"> <li>International Covenant on Civil and Political Rights (ICCPR);</li> <li>Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (UNCAT),</li> <li>International Covenant on Economic Social and Cultural Rights (ICESCR),</li> <li>Convention on the Rights of the Child (CRC);</li> <li>Convention on the Rights of Persons with Disabilities (CRPD);</li> <li>International Bill of Human Rights; and</li> <li>1998 International Labour Organisation's Declaration on Fundamental principles and Rights at Work.</li> </ul>
<b>Human Trafficking</b>	Occurs when a person uses coercion such as manipulation, control or violence, threats or lies to move someone across or within borders so they can be exploited, which includes (but not limited to): <ul style="list-style-type: none"> <li>Forced labour</li> <li>Prostitution</li> <li>Other sexual exploitation</li> <li>Slavery (or similar)</li> <li>Servitude etc.</li> <li>Organ harvesting.</li> </ul>
<b>Modern Slavery</b>	Is conduct that would constitute: <ul style="list-style-type: none"> <li>an offence under Division 270 or 271 of the Criminal Code; or</li> <li>an offence under either of those Divisions if the conduct took place in Australia; or</li> <li>trafficking in persons, as defined in Article 3 of the <i>Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children</i>, supplementing the <i>United Nations Convention against Transnational Organized Crime</i>, done at New York on 15 November 2000 ([2005] ATS 27); or</li> <li>the worst forms of child labour, as defined in Article 3 of the ILO Convention (No. 182) concerning the <i>Prohibition and Immediate Action for the</i></li> </ul>

Term	Meaning
<b>Modern Slavery Laws</b>	<p><i>Elimination of the Worst Forms of Child Labour</i>, done at Geneva on 17 June 1999 ([2007] ATS 38).</p> <p>Any primary or delegated/subordinate legislation (and any binding or non-binding guidelines issued by any entity or person so authorised under Modern Slavery Law), applicable in Australia, any State or Territory and/or otherwise applicable with respect to reporting on and/or addressing the risks of Modern Slavery, including in business operations and supply chains and with respect to related purposes including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) <i>Modern Slavery Act 2018</i> (Cth)</li> <li>(b) <i>Australian Criminal Code Act 1995</i> (Cth)</li> <li>(c) <i>Crimes Act 1914</i> (Cth)</li> <li>(d) <i>Fair Work Act 2009</i> (Cth)</li> <li>(e) <i>Migration Act 1958</i> (Cth)</li> <li>(f) <i>Charter of Human Rights and Responsibilities Act 2006</i> (Vic)</li> <li>(g) Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children</li> <li>(h) ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour</li> <li>(i) Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children;</li> <li>(j) ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour</li> </ul>
<b>Modern Slavery Statement</b>	Statement to be given annually to the relevant Australian Government Minister describing the risks of modern slavery in the operations and supply chains of reporting entities and entities owned or controlled by those entities.
<b>MSA</b>	<i>Modern Slavery Act 2018</i> (Cth) as amended.
<b>Reporting Entity</b>	The <i>Modern Slavery Act 2018</i> (Cth) reporting requirements apply to Australian commercial and not-for-profit entities with an annual consolidated revenue of at least AU\$100 million <sup>3</sup> , or such other criteria as may be legislated from time to time. This term is to also include any entity not meeting the reporting requirement threshold but voluntarily filing a Modern Slavery Statement on the Modern Slavery Statements Register.
<b>Servitude</b>	Occurs when a person uses coercion such as manipulation, control or violence, threats or lies so that a person feels they cannot stop working or leave their place of work. It also involves denying other personal freedoms.
<b>Slavery</b>	Occurs when a person treats someone like property that can be used, bought, sold or traded.

<sup>3</sup> Section 5 of the *Modern Slavery Act 2018* (Cth)

Term	Meaning
<b>Supplier</b>	Is any third-party supplier or contractor supplying goods and/or services to Vickery Bros. This term is taken to include any subsidiary/ies, subcontractor/s, employee/s and authorised representative/s, and any third parties that act for any supplier or contractor.

## 6. Assessing and Mitigating Risk

The Supplier must establish and maintain effective systems and procedures to proactively identify, assess, and manage risks related to its operations and supply chains. This includes, but is not limited to:

<b>Assess and prioritise risks</b>	Supply chain mapping, risk assessments and high-risk identification
<b>Address identified risks</b>	Implement or update policies and procedures, incorporate modern slavery clauses into contracts with suppliers, supplier code of conduct, conduct due diligence (including pre-screening processes) and anonymous modern slavery reporting avenues for Employees and others.
<b>Engage and collaborate</b>	Encourage positive change and collaboration with suppliers, engage with stakeholders in the modern slavery eradication space for exposure to best practices and innovative solutions.
<b>Review and report</b>	Continuously evaluate the effectiveness of actions taken, updating of policies and procedures as required and annual reporting.
<b>Educate</b>	Training of employees on how to identify modern slavery and report.

## 7. Modern Slavery Statement

Should the Supplier be a Reporting Entity in any given reporting period, the Supplier will be required to provide a copy of the Supplier's annual Modern Slavery Statement to Vickery Bros. This Modern Slavery Statement must identify and address the following mandatory criteria<sup>4</sup>:

- (a) Identification the Supplier as a Reporting Entity.
- (b) A description of the Supplier's structure, operations and supply chains.
- (c) A description of the risks of modern slavery practices in the Supplier's operations and supply chains, and any entities that the Supplier owns or controls; and
- (d) The actions taken by the Supplier and any entity that the Supplier owns or controls, to assess and address those risks, including due diligence and remediation processes.
- (e) How the Supplier assesses the effectiveness of such actions; and
- (f) The consultation process with:
  - (i) any entities that the reporting entity owns or controls; and
  - (ii) in the case of a reporting entity covered by a statement under section 14—the entity giving the statement; and

<sup>4</sup> Section 16 of the *Modern Slavery Act 2018* (Cth)

(g) Any other information that the Supplier considers relevant.

Managing Director will sign Modern Slavery Statements as the 'responsible member' for the purposes of the Act<sup>5</sup>. This policy will be used to inform our Modern Slavery Statement which will be provided to the relevant Australian Government Minister for publication annually.

## **8. Breaches and issue resolution**

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### **8.1. Notification of Breach**

(a) The Supplier must immediately notify the Customer in writing (Notice) if it becomes aware of any actual, potential, or perceived instance of Modern Slavery in its operations or supply chain, or any other breach of this Supplier Code.

(b) The Notice must include:

- (i) A summary of the breach or suspected activity.
- (ii) The date the breach or suspected activity occurred.
- (iii) Details of the personnel or parties involved.
- (iv) A summary of the immediate actions taken or planned to address or mitigate the situation.

### **8.2. Investigation and Remediation Plan**

(c) Vickery Bros may, at its discretion, conduct an investigation or audit into the Supplier's compliance with this Supplier Code if it reasonably believes a breach has occurred. The Supplier must cooperate in good faith with any such investigation and provide all reasonable assistance and information requested by Vickery Bros.

(d) If a breach is identified, the Supplier must, at its own cost, promptly take all reasonable action to address and remediate the breach and any adverse impacts caused.

(e) If requested by Vickery Bros, the Supplier must develop and submit a remediation plan detailing how it will rectify the breach to Vickery Bros' satisfaction. The Supplier must implement this plan within the agreed timeframe and provide evidence of its implementation.

### **8.3. Material Breach**

(a) A failure by the Supplier to comply with its obligations under this Supplier Code will constitute a material breach of the Agreement.

(b) In the event of a material breach, and without prejudice to any other rights or remedies available under this Code or at law, Vickery Bros may, at its sole discretion:

- (v) Require the Supplier to cease the non-compliant activity immediately.
- (vi) Suspend the Agreement or the Supplier's participation in current or future work.
- (vii) Terminate the Agreement immediately by written notice to the Supplier, upon which the Supplier must immediately cease all work under the Agreement.

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<sup>5</sup> Section 13(2)(d) of the *Modern Slavery Act 2018* (Cth)

- (viii) Refer the matter to the appropriate civil or criminal authorities in cases involving breaches of law.
- (ix) Vickery Bros may also take the Supplier's compliance, or lack thereof, into account in any future procurement processes.

#### **8.4. Indemnity**

The Supplier must indemnify Vickery Bros for any loss or damage incurred by Vickery Bros arising out of or in connection with a breach of the Supplier's obligations in this Supplier Code.

### **9. Inconsistency**

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Unless otherwise expressly agreed between a particular Supplier and Vickery Bros, should there be any inconsistency between this Code and that particular Supplier's supply contract, this Code shall prevail to the extent of any such inconsistency.

### **10. Review**

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This policy is to be reviewed every 12 months or earlier if:

- There is an identified risk to the Supplier or Vickery Bros or an entity within their supply chain;
- A significant or unplanned event occurs;
- Incident investigation or audit results demonstrate that this policy is failing to deliver the required outcomes;
- There are changes in associated legislation; or
- There is evidence that this Supplier Code is not having a positive impact on Modern Slavery related KPIs.

### **11. Associated Policies**

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- Employee Code of Conduct
- Supplier Code of Conduct
- Whistleblower Protection Policy

### **12. References**

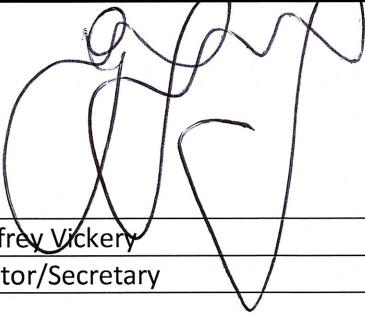
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As they relate to the subject of this policy:

- *Modern Slavery Act 2018 (Cth)*
- *Australian Criminal Code Act 1995 (Cth)*
- *Crimes Act 1914 (Cth)*
- *Fair Work Act 2009 (Cth)*
- *Migration Act 1958 (Cth)*
- *Charter of Human Rights and Responsibilities Act 2006 (Vic)*
- Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children;
- ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour
- *Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children;*

- *ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour*
- *Guiding Principles on Business and Human Rights: Implementing the United Nations 'Protect, Respect and Remedy' Framework, Office of the High Commissioner, United Nations Human Rights, New York and Geneva 2011*

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