



Supplier Code of Conduct



INTRODUCTION

7C Holdings Pty Ltd is a global architecture and consulting business specialising in the design and planning of buildings and projects across a wide variety of sectors.

COMPLIANCE WITH OUR SUPPLIER CODE OF CONDUCT

This 7C Supplier Code of Conduct (Code) applies to all suppliers to 7C entities (Suppliers). This includes Suppliers of the goods we use in our operations, our service providers, and the sub-consultants and contractors we engage to undertake work for and on behalf of 7C.

7C is committed to ensuring ethically, socially, and environmentally responsible sourcing practices across our entire supply chain. A key means of implementing this commitment is through this Supplier Code of Conduct, which includes the expectations and minimum standards of conduct that all Suppliers must meet as a condition of doing business with any 7C entity.

In this document “7C” means 7C Holdings Pty Ltd and all its subsidiary and associated businesses, including (without limitation):

- Woods Bagot Architects PC,
- Woods Bagot Architects (NJ) PC, and
- ERA-Co Holdings Pty Ltd and all its subsidiary and associated businesses. and applies to all, one, or more 7C entities as the context requires.

- This Code describes the requirements of all Suppliers in the areas of:**
- Legal Compliance
 - Business Integrity
 - Cyber Security, Privacy, and Data Protection
 - Diversity and Inclusion
 - Environment and Sustainability
 - Workplace Practices and Human Rights
 - Workplace Health and Safety.

Suppliers must review this Code and be familiar with its requirements.

This Code forms part of the contract with our Suppliers and in the event of a non-compliance with this Code, 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 if they do not comply with the standards required by this Code.

7C may, on reasonable notice, undertake or commission audits, assessments, or investigations (including document reviews and site visits) to verify compliance with this Code. This Code does not preclude 7C from including additional procurement related requirements into its process to address the specific risks of the relevant product or service.

As 7C operates in several jurisdictions and is subject to the local law applicable in those jurisdictions, if any aspect of this Code is inconsistent with any local law or the law requires a higher level of protection than those set out in this policy, the local law takes precedence. Where, however, this Code contains higher standards of behaviour than local laws, practices, or norms, the higher standards in this Code will apply.

SUPPLIER MINIMUM STANDARDS

All Suppliers are expected to conduct themselves in a manner that is fair, ethical, honest, and professional. Suppliers must implement appropriate contractual obligations, monitoring mechanisms, and corrective action processes to ensure their suppliers and subcontractors also comply with the standards of conduct outlined in this Code.



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LONDON, UK

As a condition to doing business with 7C in connection with the provision of goods and services, Suppliers must, as a minimum, comply with the following principles and standards.

Comply With Laws

Suppliers must comply with all relevant local, state, and national law in the countries where they operate. This includes complying with all legal requirements of the countries in which the Supplier operates, manufactures, or sources or supplies goods and services.

Business Integrity and Ethical Conduct

Suppliers must act ethically and be honest, transparent, and trustworthy in all their dealings with others.

Bribery and Corruption

7C strictly prohibits all forms of bribery and corruption. In connection with providing services to 7C, Suppliers must:

- Comply with all relevant laws regarding anti-bribery, anti-corruption, and anti-money laundering.
- Have adequate policies and procedures in place to ensure and monitor compliance with such laws.
- Without limitation to the above, not give, offer, accept, or request bribes, facilitation payments, secret commissions, or other improper payments or benefits, whether directly or indirectly, or cause any of them to be given, offered, accepted, or requested.
- Always exercise utmost caution and remain vigilant regarding all actual, potential, direct or indirect involvement with foreign public officials, and follow all procedures and internal controls regarding the engagement with foreign public official that are implemented by 7C from time to time.
- Maintain appropriate 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. Ensure such records are retained for a minimum period required by applicable law and are made available to 7C upon reasonable request.

- Conduct themselves in a manner that is fair, ethical, and professional.
- Not improperly use any private, confidential, or commercially sensitive information in its possession.
- Comply with the 7C Anti Bribery and Corruption Policy including its requirements regarding gifts and hospitality.

Confidentiality

Suppliers must:

- Treat information from 7C or that of our clients (Confidential Information) as confidential and only use that information for the purposes of providing goods and services to 7C.
- Take all reasonable and necessary measures to prevent the disclosure of any Confidential Information.
- Promptly notify 7C of any unauthorised disclosure of Confidential Information.

Conflict of Interest

Suppliers must avoid actual, potential, or perceived conflicts of interest in their dealing with or which relate to 7C or 7C employees. If any such conflict arises, the Supplier must promptly disclose them to 7C so that steps can be taken to manage the conflict.

Fair Trading and Competition

Suppliers must conduct their business in full compliance with fair trading, competition and consumer laws, including (without limitation but as applicable) laws regarding prohibited practices such as exclusive dealing, collusion, concerted practices, and anti-trust laws.

Intellectual Property

Suppliers must respect, rightly deal with, and protect the intellectual property rights of 7C or third parties.

Sanctions and Trade Controls

Suppliers must comply with all applicable laws relating to sanctions, import, export, other trade controls, and sanctions regimes of the jurisdictions in which they operate, including HM Treasury (UK),

United Nations, United States, Australia, and any local sanctions that apply, and not engage in or facilitate any business that will lead to the Supplier or 7C to breach any trade or sanctions obligations.

SUPPLIER MINIMUM STANDARDS

Cyber Security, Privacy and Data Protection

Cyber Security

Suppliers must:

- Comply with all relevant laws relating to cyber-security in the countries in which the Supplier operates, manufactures, or sources or supplies goods and services.
- Implement appropriate technical and organisational security measures, including managing and monitoring their supply chain, to protect 7C’s and our customers’ data and networks from breaches and unauthorised access.
- Notify 7C within 24 hours of becoming aware of an actual or suspected cyber-security breach.

Privacy and Data Protection

Suppliers must:

- Comply with all relevant laws relating to privacy and to the collection, use, and protection of personal information of 7C, our personnel, or our clients or their employees.
- Put in place adequate data privacy and security protection and ensure that all private and personal information is kept safe, secure, and private and protected from unauthorised access, use, or disclosure.
- Not improperly use any private, confidential, or commercially sensitive information in its possession.
- Notify 7C within 24 hours of becoming aware of any actual or suspected breach of privacy or unauthorised access, use, or disclosure of personal information.

Indigenous engagement

7C expects Suppliers, where operating on or near indigenous lands or communities, to respect the rights, cultures, and heritage of indigenous peoples, including through consultation where appropriate.

Environment and Sustainability

7C expects Suppliers to minimise the adverse environmental impacts of their operations, goods, and services and that they will implement appropriate environmental management systems in line with applicable recognised standards. To this end Suppliers must:

- Use all reasonable endeavours to ensure all its operations are carried out in an environmentally responsible manner, including, as appropriate, having in place appropriate policies and procedures to manage and reduce environmental risks.
- Comply with all relevant local and national environmental protection laws and reporting obligations, and ensure all required permits, licences, approvals, and other registrations have been obtained and are current.
- In the case of Suppliers of goods, use raw materials and components in manufacturing that, where feasible, have been produced in accordance with the principles of environmental sustainability.

Workplace Practices and Human Rights

7C expects Suppliers to respect and support the protection of the human rights of workers, individuals, and communities affected by their activities.

General

Suppliers must:

- Comply with all relevant laws and regulations in relation to employment and workplace practices.
- Provide goods and services in a manner consistent with any applicable human rights obligations including, without limitation, the rights set out in the International Bill of Human Rights and the International Labour Organisation’s (ILO) Declaration of Fundamental Principles and Rights at Work.
- Without limitation to the previous items, 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.
- Promptly report to 7C any labour incident within the Supplier or its supply chain which is in breach of this Code and cooperate in the development of corrective action plans that prioritise the safety, dignity, and remediation of affected individuals.

Forced or Compulsory Labour

Suppliers must:

- Not engage in, or support the use of, any type of forced or compulsory labour, bonded labour, indentured labour, or human trafficking in any part of their operations. This applies to workers directly employed by the Supplier or any third-party providing components, raw materials, labour, goods, or services to the Supplier.
- Respect the freedom of movement of their workers and not restrict their movement by controlling identity papers, work permits, other personal documentation, holding money deposits, or taking any other action to prevent workers from terminating their employment.

Child Labour, Students and Interns

Suppliers must:

- Not engage in, or support the use of, child or underage labour. This applies to workers directly employed by the Supplier or any third-party providing components, raw materials, labour, goods, or services to the Supplier.
- Comply with the minimum employment age limits defined by relevant law.
- Ensure young workers (under the age of 18) do not undertake work which is hazardous or unsafe to their physical or mental health. – Subject to the requirements of local law, the wage rate for student workers, interns, and apprentices must be at least the same wage rate as other entry-level workers.
- Be able to verify the age of all workers to ensure compliance.
- Immediately cease using child labour upon it being identified within the Supplier’s operations or supply chains.

Freedom of Association and Collective Bargaining

Suppliers must:

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

Wages, Benefits and Working Hours

Suppliers must:

- Follow all applicable laws and regulations with respect to wages and benefits, working hours, and workers compensation and employers’ liability insurance.
- Ensure that all workers receive their legally mandated wages, benefits, superannuation, leave entitlements, and time off for legally recognised holidays.
- Pay workers’ wages as required under applicable laws in a timely manner and not be expected to use wage deductions as a disciplinary measure; all overtime must be voluntary and is expected to be reasonable and paid at the rate and in accordance with the applicable laws.
- Not require workers to exceed prevailing work hours as required by law or, in accordance with the ILO standards, to work more than 60 hours per week (including overtime) except in extraordinary business circumstances and with the worker’s consent.

SUPPLIER MINIMUM STANDARDS

Hiring and Regular Employment

Suppliers must:

- Provide each worker with a clear labour contract consistent with the laws of the jurisdiction in which the employment is located, which stipulates all legally required employment terms and conditions; the contract should be provided before the commencement of the employment, be in writing, in a language they can understand, and signed by the worker.
- Not use labour-only contracting arrangements, consecutive short-term contracts, excessive piecework, or false apprenticeship schemes to avoid obligations of regular employment to workers.
- Not change or terminate contracts to avoid obligations of regular employment to workers.
- Not charge their workers recruitment or employment fees or commissions 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 law and this Code.
- Ensure that all workers are legally permitted to carry out the work required, including (as applicable) appropriate qualifications, professional registration or licensing, insurance, and work permits in the country in which the work is to be carried out.

Diversity and inclusion

7C is committed to encouraging a culture in which diversity is valued and no one is prevented from or preferred in respect of any opportunity to work with 7C due to reasons of race, colour, gender, sexual orientation or identity, age, disability, ethnicity, nationality, marital or family status, religious beliefs, political beliefs, or cultural background, but rather where opportunity and progress is based on merit and performance. Creating a workplace where people are treated equally, fairly, respected, able to contribute fully and to excel, is one of our key priorities and fundamental to supporting our global workforce and supply chain.

We respect the laws, traditions, and regulatory requirements of every country in which we operate and strive to foster a professional environment that supports collaboration, partnership, performance, and mutual respect.

7C therefore seeks to work with Suppliers who foster similar values throughout their workforce and supply chains, and requires Suppliers to take reasonable steps to identify and address systemic barriers to such opportunities in their workforce and supply chain.

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 personal characteristics, such as race, colour, gender, sexual orientation or identity, age, disability, ethnicity, nationality, marital or family status, religious beliefs, political beliefs, or cultural background.
- Ensure workers have access to safe and confidential grievance mechanisms, and prohibit any retaliation against workers who raise concerns in good faith.

Harassment and Abuse

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.
- Clearly define and communicate to workers disciplinary policies and procedures in support of these requirements.
- Ensure workers have access to safe and confidential grievance mechanisms, and prohibit any retaliation against workers who raise concerns in good faith.

Workplace Health and Safety

Suppliers must:

- Have knowledge of, and comply with, all local and national laws and regulations on workplace and product health and safety applicable in the country in which the work is to be carried out and ensure that their workers understand and follow health and safety policies, standards, and procedures that apply to their work.
- Complete all required registration, onboarding, and induction programs prior to the commencement of any work.
- Manage occupational and product health and safety hazards and report as required by law and maintain and keep all records in connection with all incidents and injuries which occur relating to operations when undertaking work for 7C.
- Ensure conditions in all operations, work sites and amenities, production facilities, or worker residential facilities (where provided) are safe, clean, and consistent with all applicable laws, regulations, and industry practices and standards to avoid preventable work-related accidents and injuries.
- Ensure all workers are appropriately supervised and trained to perform their jobs safely and receive formal training on health and safety procedures in general.
- Monitor the conditions of the workplace for the purpose of preventing illness or injury of workers arising from the Supplier’s operations and business activities.
- Conduct regular monitoring to check that health and safety procedures are being followed.

COMPLIANCE MANAGEMENT

It is the responsibility of Suppliers to have the necessary policies, procedures, and documentation in place to ensure they comply, and to demonstrate their compliance with all applicable laws and the requirements of this Code, including laws with extraterritorial application.

Without limitation, Suppliers must, as is appropriate for their business and the nature of the goods or services that they are to provide to 7C:

- Develop and maintain a process to identify, manage and control relevant risks referred to in this Code associated with its operations, including (without limitation); supply chain risks and risks relating to bribery and corruption, labour and human rights, health and safety, cyber-security and data protection, the environment, business ethics, and corporate governance.
- Perform periodic evaluations of their facilities and operations, and the facilities and operations of their subcontractors and suppliers. Maintain records of findings, corrective actions, and continuous improvement measures.
- Provide accurate, complete, and reliable advice and information to 7C when required by 7C, including (without limitation) such documentary evidence and other information that 7C may reasonably require to demonstrate the Supplier’s compliance with this Code, or to respond to regulatory, statutory, or legal inquiries
- Cooperate openly and honestly with any 7C audit, assessment, or review.



MUTUAL TRUST
ADELAIDE, AUSTRALIA

REPORTING VIOLATIONS

Any person, including workers of a Supplier, may report actual or suspected violations of this Code to 7C via **compliance@woodsbagot.com** or through the 7C Whistleblower Hotline at **FairCall@kpmg.com.au** (except China) or **woodsbagot@ethics-hotline.com** (for China). All reports will be followed up and investigated in accordance with the procedure set out in the 7C Whistleblower Policy.

The identity of anyone who makes a report will be kept strictly confidential, unless requested or required otherwise in accordance with the **7C Whistleblower Policy**.

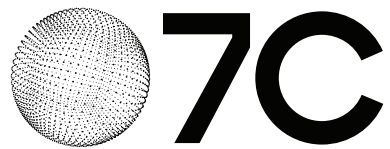
Suppliers must ensure their workers are informed of these reporting channels and that no retaliation occurs as a result of raising concerns.

REVIEW AND AMENDMENT

The operation of and compliance with this Code will be reviewed annually by the 7C Audit and Risk Committee.

This Code is subject to amendment from time to time as approved by the 7CAudit and Risk Committee.

APPROVED:	#
APPROVED BY:	AUDIT AND RISK COMMITTEE
REVISED:	29.06.2026
REVISION NO.:	2.0
APPROVAL DATE:	30.06.2026



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