



GBST Holdings Limited

ABN: 85 010 488 874

Code of Conduct

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Employment Policies and Procedures	<p>You are required to read and comply with our policies and procedures as they relate to your employment. These policies and procedures may be varied from time to time, and you agree to comply with such variations. Such policies and procedures do not form part of your contract of employment.</p> <p>A breach of GBST's policies and procedures may result in disciplinary action, including the immediate termination of your employment.</p>	
Purpose	<p>The Code of Conduct sets a standard of business conduct and responsibility for all GBST employees.</p> <p>The following Code of Conduct embraces the values and standards of GBST in all aspects of its dealings with its employees, contractors and customers.</p> <p>GBST expects all its people to set and follow high standards of performance and behaviour and to assist in ensuring that these standards are complied with by contractors and other visitors to our sites.</p> <p>The Code cannot be exhaustive of all potential situations. Employees are expected to use and promote the highest standards of ethical business practice at all times. Common sense, honesty, integrity and fairness should be applied in all circumstances.</p>	
Scope	<p>The Code of Conduct applies to all GBST sites and all its employees engaged to work on those sites.</p> <p>Any employee visiting or working on these sites is expected to abide by the Code of Conduct.</p>	
Definitions	None	
Personnel Involved	All employees of GBST	
Review of this Policy	Annually by the Head of Human Resources	
Authorisation	Management Team	Date: 14 Oct 2014
History	<p>Oct 2014: V 1.3</p> <p>Jan 2006: v1.2</p> <p>Nov 2005: v 1.1</p> <p>Jul 2005: First version, as a policy statement</p>	

Responsibility

It is the responsibility of the Head of Human Resources to ensure that this Code of Conduct is maintained and to ensure that all GBST employees understand it.

It is the responsibility of all GBST people, who have others reporting to them, to ensure that all employees and contractors abide by this Code of Conduct.

It is the responsibility of everyone at GBST to ensure that they adhere to the standards set out in this Code of Conduct.

Conduct

1 Performance of Duties

- 1.1 Every GBST employee shall work in a professional and ethical manner at all times and in all dealings with fellow employees, customers (both internal and external), suppliers and contractors.
- 1.2 All employees are expected to work at least the core hours. Start and finish times may vary outside the standard hours with the Managers approval. Flexible start and finish times is not an entitlement, but rather a cooperative agreement with your Manager. Employees must attend work in a fit and proper condition.
- 1.3 All employees are expected to demonstrate a disciplined approach to the way they perform their role by, for example, maintaining appointment and meeting times, establishing and understanding priorities, delivering on commitments and accepting responsibility for actions taken.
- 1.4 Employees are expected to promptly carry out all duties and lawful instructions as directed in a safe and efficient manner.
- 1.5 Employees are expected to minimise operating costs wherever practicable by making use of company procedures designed to minimise waste. At the same time, GBST expects employees to keep an open mind about change and support new ideas or programmes.
- 1.6 Where required, employees must complete all time sheets accurately. Falsification or destruction of any time sheets or any Company records is prohibited and may result in disciplinary action, including termination of employment.
- 1.7 Employees must comply with all applicable laws at all times. If clarification of any obligation or responsibility is required, the employee should refer their query to their Direct Report/Manager.
- 1.8 Employees must comply with all policies and procedures of GBST. Access is readily available to electronic copies of policies and procedures. It is everyone's responsibility to be aware of policies/procedures and the requirements and responsibilities in each. Clarification of any policy or procedure should be referred to the respective Direct Report/Manager.
- 1.9 All employees are expected to behave in a manner that promotes and maintains the respect and trust of fellow employees, contractors and external customers. Verbal abuse, fighting, misconduct, disobedience, unauthorized absenteeism, threats of violence or other criminal offences will not be tolerated, and may be grounds for the termination of employment without notice.
- 1.10 Consensual and/or other sexual activity on company premises is prohibited.
- 1.11 The use or possession of weapons on GBST premises is prohibited.

2 Conflict of Interest

- 2.1 You must avoid any conflict between the best interests of GBST and your own personal interests. A personal interest may be either direct or indirect and either pecuniary or otherwise. As such you must not have any employment, consulting or other business relationship with a competitor, customer, or supplier of GBST, or invest in any

competitor, customer or supplier of GBST, unless you have the advance written permission of the Human Resources Manager or their nominated delegate as appropriate. (A normal level of personal shareholding in a listed company dealing with GBST is not regarded as a conflict of interest).

- 2.2 Other outside employment may constitute a conflict of interest if it places an employee in the position of appearing to represent GBST, in the delivery of goods or services substantially similar to those of GBST. Permission to work outside GBST must be obtained from the Human Resources Manager prior to commencing the work.
- 2.3 Other outside employment may also constitute a conflict of interest if it lessens the productivity or cost efficiency normally expected of employees in their jobs. Permission to work outside GBST must be obtained from the Human Resources Manager or their nominated delegate as appropriate, prior to commencing the work.
- 2.4 Employees must disclose any personal interest that they may have in respect of business activities they undertake whilst in GBST's employment. Employees must first advise the Human Resources Manager or their nominated delegate as appropriate of any potential conflict of interest, before taking part in the activity in question. Examples may include:
 - seeking favourable treatment in respect of a personal friend, relative or business associate;
 - participating in the decision - making process where the employee has, or is perceived to have, a financial interest in the outcome.

3 Acting on Behalf of GBST

- 3.1 All employees must be prompt and courteous when dealing with the public, customers, contractors and fellow employees. In all representation on behalf of GBST, employees are required to present themselves in a professional manner which reflects positively on GBST and ensure the good reputation and integrity of GBST is maintained at all times.
- 3.2 All employees are required to apply the principles expressed in GBST's Harassment and Discrimination Policy when acting on behalf of GBST to ensure any business relationship or workplace activity is free from bias, harassment and favouritism.
- 3.3 Employees are not to profit from their position in GBST. Employees must be diligent in ensuring that GBST is not seen to be trading in favours or acting with impropriety. Nominal gifts that are offered in the course of honest business dealings may be accepted, but more significant courtesies can only be accepted with the prior knowledge of the applicable Senior Manager.
- 3.4 Use of GBST's letterhead paper is allowed only for the conduct of authorised GBST business. It is prohibited for any other correspondence.
- 3.5 Unauthorised use of GBST's logo is prohibited.
- 3.6 In any dealings with customers and suppliers, an employee must be accurate and complete in all representations, whether written or spoken.
- 3.7 No employee shall make any disparaging or untruthful remarks about any of our competitors, their products or services. Every employee of GBST will always speak truthfully about the products, quality and services offered by GBST within the commercial sensitivity of the information required.

4 Confidentiality

- 4.1 All employees must maintain and safeguard the discretion of GBST's business and affairs and its confidential information as well as that of its external customers.
- 4.2 **Confidential Information** means all Information regarding GBST or any of GBST's businesses, products, services or affairs, which is disclosed to employees, or which is otherwise made known to employees, or is generated by employees in the course of an employee's employment, (except where that Information is or comes into the public domain otherwise than through an employee's breach of this document or other obligation of confidence), and includes:
- (a) information that would be of commercial value to any of GBST's competitors;
 - (b) financial information, performance or profitability reports, budgets, price lists, margins and marketing strategies;
 - (c) information that relates to GBST's customers, clients, employees, subcontractors or suppliers, including lists of clients and suppliers and their contact details and requirements;
 - (d) information that relates to manufacture or development processes used for GBST's products or services;
 - (e) formulae, scientific and technical information, plans and product specifications, trade secrets and knowhow;
 - (f) quotations and tenders submitted or prepared for submission to customers or potential customers;
 - (g) information found in GBST's manuals or policies;
 - (h) information which is, by its nature, confidential;
 - (i) information that employees know, or ought to know, is confidential (including information which GBST has designated as confidential);
 - (j) documents, notes and other records based on, or incorporating, any Confidential Information; and
 - (k) all copies of any Confidential Information.
- 4.3 Information means all information, material, ideas, concepts, data, know-how and trade secrets, whether or not in a material form.
- 4.4 Employee obligations under this clause continue after termination of employment.
- 4.5 No person shall disclose or release to any unauthorised person, without authorisation from the CEO or Management Team representative, any information or document marked "Confidential", or provided to the employee in confidential circumstances, or which the employee is (or ought to be) aware is the subject of confidentiality obligations.
- 4.6 Employees shall maintain confidentiality of staff salaries and individual earnings except where necessary during the course of normal business dealings.

5 Media

- 5.1 No employee is permitted to provide any comment or information to the media relating to the business of GBST or concerning their employment with GBST, without prior authorisation from the CEO or a member of the Management Team of GBST.
- 5.2 If an employee is approached by the media then he or she shall refer all media enquiries to the CEO, Marketing or their delegate.
- 5.3 No person shall accept public speaking engagements or write for external publications about GBST, its operations, products and/or services without the prior approval of the CEO or The Board. This includes the provision of information about GBST over the Internet.

6 Intellectual Property

- 6.1 **Intellectual Property** means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, Moral Rights, registered or unregistered trade marks, trade or business or company names, registered or unregistered designs, patents, knowhow, right in relation to circuit layout rights and semi-conductors, registered or unregistered plant breeder's rights, trade secret, indication of source or appellation of original or other property right, or right of registration of such rights.
- 6.2 All employees must acknowledge and agree that all existing and future Intellectual Property:
 - (a) in any Confidential Information;
 - (b) in respect of any Material developed, in development, created or conceived wholly or partly by the employee, alone or together with any other person or body, whether during or outside working hours:
 - (i) on GBST's premises or using GBST's facilities or resources, or facilities or resources which were in the care and control of GBST or any of GBST's employees, officers, agents, sub-contractors or representatives;
 - (ii) directly or indirectly as a result of your or anybody else's access to Confidential Information;
 - (iii) in the course of, as a consequence of or in relation to completing the services; or
 - (iv) relating to GBST's general methods of operation; or
 - (b) in respect of or associated with any of GBST's products or services, and any alterations or additions or methods of making, using, marketing, selling or providing those products or services, vests in and belongs to GBST, and to the extent that they may for any reason vest in the employee, are assigned by the employee to and vest in GBST or its nominee.
- 6.3 **Material** includes software, source code, object code, designs, test cases, documents, equipment, reports, technical information, customer lists, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means.

- 6.4 Employees will execute all documents including any assignments, and do all acts and things, required by GBST for the purpose of effecting and perfecting the title of GBST or its nominee to the Intellectual Property Rights described in clause 6.2, in Australia and such other countries as GBST requires.
- 6.5 All employees must immediately disclose to GBST in writing, any invention or improvement you make or of which you may conceive during or in the course of your employment.
- 6.6 All employees genuinely and irrevocably consent to all acts and omissions by GBST (whether occurring before or after the date of this document) that may otherwise infringe ~~ing~~ any Moral Rights that they may have or become entitled to in any literary, dramatic, musical or artistic work or film created, developed, modified or enhanced in the course of the employee's employment at GBST's direction or request, or in connection with any of GBST's businesses, products or services.
- 6.7 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed, and the right of integrity of authorship, including those rights as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world, whether existing before, on or after the commencement of this document.
- 6.8 Employee obligations under this clause continue after termination of employment.

7 Private Use of GBST Property

- 7.1 Employees must not remove property from GBST's premises, whether or not belonging to GBST, without the property owner's prior consent, or with a valid and verifiable purpose. In the first instance, this approval should be obtained from the respective Direct Report/Manager.
- 7.2 Employees must not use GBST's property other than for official GBST business without prior authorisation from the employee's Direct Report/Manager, or with a valid and verifiable purpose.
- 7.3 All employees are expected to treat GBST's property with care. Employees shall not deliberately misuse or damage GBST property in their possession, care or custody. Instructions in the use of such property shall be followed in order to minimise the risk of personal injury and maintenance and replacement costs.
- 7.4 If damage is caused to GBST property, employees must immediately report that damage or the discovery of the damage to the appropriate officer of GBST.
- 7.5 Graffiti on GBST's walls, machinery or equipment is prohibited.

8 Access to Personnel Information

- 8.1 Employees who wish to inspect their personnel file must first make an appointment with Human Resources. During the inspection, employees will be supervised by an authorised person. Files are not permitted to be removed from the HR area. Copies of any information in the employee's folder can be supplied upon request.
- 8.2 Unauthorised access to personnel files is not permitted.

- 8.3 Employees are expected to notify Human Resources of any changes to their name, phone number, address and persons to be notified in the case of an emergency.

9 Equal Employment Opportunity

- 9.1 GBST is committed to the provision of equal employment opportunities for all people. GBST is committed to policies, which do not discriminate on the basis of race, religion, national or ethnic origin, age, gender, sexual orientation, marital status, union membership, political affiliation, parental status, or disability.
- 9.2 GBST's policy against discrimination applies to all aspects of employment including recruitment, promotion, training, benefits, terms and conditions of employment, selection, discipline and termination.
- 9.3 Employees are required to act in accordance with the Harassment and Discrimination Policy. Discrimination in the workplace will not be tolerated

10 Harassment, Vilification and Victimisation

- 10.1 Harassment, vilification or victimisation of any individual or group of people on any grounds will not be tolerated in the workplace. This includes making statements or gestures to others, making written communications or displaying pictures or symbols in the workplace that may offend or humiliate others.
- 10.2 All employees have the right to work in an environment free from sexual harassment. Unwelcome advances, contact or comments based on a person's sex or with a sexual connotation constitutes sexual harassment and will not be tolerated by GBST.
- 10.3 GBST will not tolerate bullying in the workplace under any circumstances. This is destructive to a harmonious work environment. Employees are required to treat each other with respect and any grievances are to be resolved in accordance with GBST's Harassment and Discrimination Policy.
- 10.4 Employees are required to act in accordance with GBST's Harassment and Discrimination Policy.

11 Information Technology and Electronic Communications

- 11.1 Employees must only use GBST's information technology and electronic equipment for authorised purposes and GBST business.
- 11.2 Employees must not inappropriately use GBST Internet and e-mail facilities for personal use.
- 11.3 GBST prohibits the sending of material to others, or soliciting such material to be sent, if that material is regarded as being of an offensive nature. Examples of offensive material may include material deemed to be:
- racist
 - inflammatory
 - pornographic
 - sexist

- obscene
 - abusive
 - political
 - threatening
 - offensive
 - harassing
 - socially unacceptable
- 11.4 Employees are not permitted to load any software of any nature onto any GBST computers, without first obtaining the approval of the relevant Manager of the IT Department or their nominee.
- 11.5 Employees are prohibited from using unlicensed software on any GBST computers and must comply with the licence conditions of any software purchased for or installed on GBST computers.
- 11.6 Employees are required to act in accordance with the GBST's Internet and E-Mail Policy and Standard Operating Environment Policy.
- 11.7 Phone etiquette must be applied at all times, particularly in meetings when mobile phones should be turned off. Consideration for others at all times should be paramount.

12 Occupational Health and Safety

- 12.1 All employees must take reasonable care to protect their own health and safety and the health and safety of others while at work. This requires strict compliance with Occupational Health and Safety policies, procedures and legislation.
- 12.2 All employees are responsible for immediately reporting a workplace injury, accident or "near miss" incident.

13 Alcohol and Drugs

- 13.1 Every employee has a responsibility to ensure that they are not, as a result of consuming alcohol or drugs, in such a state as to endanger their own or others health and safety while at work.
- 13.2 No employee shall attend for work, operate GBST equipment or property, while impaired by alcohol or drugs, to the extent that their ability to perform their duties is affected.
- 13.3 Any employee found in possession, using or dealing in any illicit drugs e.g., marijuana, heroin, etc., is liable for serious disciplinary action, which may include instant dismissal and the incident being reported to police.
- 13.4 Employees must notify their Direct Report/Manager of any medical condition or medication they are consuming if this is likely to impair their performance of duties or compromise their occupational health, safety and welfare obligations.

14 Smoking

- 14.1 Smoking is not permitted on GBST owned or leased premises. Under no circumstances is smoking permitted inside office areas, stairwells, toilets and enclosed car park areas.

15 Visiting GBST Sites

- 15.1 Employees are not permitted to enter or remain on GBST property unless requested by GBST or with a valid or verifiable purpose.
- 15.2 No employee shall permit unauthorised access by any person to GBST's premises or property without a valid and verifiable purpose.

16 Environment

- 16.1 GBST is conscious of its obligation to protect the surrounding environment from destruction and spoilage. All employees are responsible for maintaining and protecting the environment. They should, therefore, always consider the impact of their activities on the environment and the local community, including the way in which waste is disposed of, chemicals are used and stored and natural resources utilised.
- 16.2 Employees should also make use of recycling facilities and confidential shredding facilities where provided.

17 Dress Code

- 17.1 GBST is committed to dress standards, which will enhance its corporate image, but at the same time it recognises the diversity of its workforce and the individual tastes of employees in relation to their appearance. Employees are required to dress in a manner appropriate to the work being performed, but at all times in a neat and tidy manner and abide by the GBST Dress Code Policy.
- 17.2 Employees are expected to maintain a high standard of personal hygiene at all times.
- 17.3 GBST issued clothing and equipment must not be altered, without permission, or be defaced in any manner.