

### 1. Application

- (a) Suppliers must comply with these Supplier Commitments in connection with the supply of goods or services to the Virgin Australia Group.
- (b) These Supplier Commitments are legally binding between the Supplier and the Virgin Australia Group Customer and are incorporated into the Agreement.
- (c) If there is any inconsistency between the provisions of the Agreement and these Supplier Commitments, the inconsistency will be resolved by the Agreement prevailing over these Supplier Commitments.
- (d) The Virgin Australia Group may amend these Supplier Commitments from time to time by publishing an updated version on the Virgin Australia website. Amendments will be binding on the Supplier 30 days from publication. If the Supplier raises concerns in relation to the updated Supplier Commitments, the Virgin Australia Group Customer will meet with the Supplier to discuss its concerns.

### 2. Supplier Commitments

#### 2.1 Brand and Publicity

- (a) Except to the extent specified in the Agreement, the Supplier has no right to use any logo, name, trade mark, brand or other designation used by the Virgin Australia Group, or any contraction, abbreviation or simulation or sign similar to any of the foregoing (**Virgin Australia Group Brands**).
- (b) Where the Supplier is permitted to use a Virgin Australia Group Brand, the Supplier must not use any such Virgin Australia Group Brand except with the prior written approval of the Virgin Australia Group Customer in each case, and subject to any conditions imposed by the Virgin Australia Group Customer, which may include compliance with brand guidelines, quality standards in relation to any goods and services that the brand is applied to, or a requirement to provide samples from time to time on request.
- (c) The Supplier must not advertise or issue any information, publication, document or article for publication or media release or make public comment concerning the Agreement or the Virgin Australia Group's business or activities without the prior written consent of the Virgin Australia Group Customer.

#### 2.2 Work Health & Safety

- (a) These Supplier Commitments set out the minimum standards in relation to work health & safety which the Supplier must meet or exceed.
- (b) The Supplier is responsible for:
  - (i) complying with all applicable WHS Laws and Safety Requirements;
  - (ii) ensuring that the Workers that perform the Supplier's obligations under the Agreement

have the necessary licences, qualifications, certificates and competency to perform those obligations safely and in compliance with all applicable WHS Laws and Safety Requirements;

- (iii) conducting the Supplier's approach to work health and safety in line with Virgin Australia Group's Safety Culture Policy;
- (iv) ensuring that Workers performing the Supplier's obligations under the Agreement have a safe and hygienic environment from which to work, by identifying and managing risks, providing safe and appropriate equipment, training and resources, and ensuring access to facilities and basic amenities.
- (c) The Supplier must on request
  - (i) consult with the Virgin Australia Group to discuss work health & safety issues; and
  - (ii) complete a work health & safety assessment or questionnaire.
- (d) Sections 3.3(e) to 3.3(i) below apply to the extent the Supplier or any Workers performing the Supplier's obligations under the Agreement (**Supplier's Workers**) access a Virgin Australia Group Workplace in connection with the Agreement.
- (e) The Supplier must:
  - (i) ensure the Supplier's Workers comply with all work health & safety signs, procedures and instructions provided by the Virgin Australia Group;
  - (ii) if requested, ensure the Supplier's Workers attend work health & safety training;
  - (iii) if requested, provide to the Virgin Australia Group the Supplier's documented work health & safety procedures, certifications, risk assessments, safe work method statements, work health & safety management system and any other documentation reasonably required by the Virgin Australia Group to comply with applicable WHS Laws; and
  - (iv) implement any work health & safety recommendations reasonably required by the Virgin Australia Group as a result of any consultation, assessment, investigation or audit.
- (f) The Supplier must notify the Virgin Australia Group as soon as practicable following:
  - (i) any injury suffered by the Supplier's Workers while at a Virgin Australia Group Workplace;
  - (ii) the occurrence of a WHS Notifiable Incident at a Virgin Australia Group Workplace; or
  - (iii) receipt of any correspondence from a work health & safety regulator (including without

limitation any improvement notices, prohibition notices, enforceable undertakings or non-disturbance notices) in connection with the performance of the Agreement.

- (g) If the Supplier makes a notification in accordance with section 2.2(f), the Supplier must, to the fullest extent permitted by law, provide to the Virgin Australia Group all information reasonably requested by the Virgin Australia Group in connection with the notification, including:
  - (i) copies of any correspondence received by the Supplier from a work health & safety regulator; and
  - (ii) copies of any investigation reports prepared or commissioned by the Supplier.
- (h) The Supplier must cooperate and assist with any investigation which the Virgin Australia Group carries out in connection with a WHS Notifiable Incident at a Virgin Australia Group Workplace.
- (i) If a safety regulator representative attends a Virgin Australia Group Workplace unannounced, the Supplier must immediately advise the Virgin Australia Group and use reasonable endeavours to provide the Virgin Australia Group with an opportunity to have a representative present.
- (j) Nothing in these Supplier Commitments or the Agreement limits or removes any obligation or duty of the Supplier and the Supplier's Workers to ensure the health, safety and welfare of other Workers and persons, including without limitation the Supplier's obligations under applicable WHS Laws.

### 2.3 Accessing Virgin Australia Group Workplace

To the extent the Supplier or any of its Personnel access a Virgin Australia Group Workplace in connection with the Agreement, the Supplier must:

- (a) comply with all site entry requirements, policies and procedures (including work health and safety, confidentiality, privacy, physical security and IT security), and directions given by the Virgin Australia Group;
- (b) comply with the Virgin Australia Group's code of conduct as notified from time to time;
- (c) return all uniforms and ID cards (including ASIC cards) issued by the Virgin Australia Group immediately on the Virgin Australia Group's request or on completion or termination of the Agreement;
- (d) take all reasonable care of the Virgin Australia Group's property and promptly advise of any damage to or destruction of such property; and
- (e) comply with the Virgin Australia Group drug and alcohol management policy (DAMP Policy) or equivalent and ensure that its Personnel maintain a zero blood alcohol level and remain drug free at all times whilst performing obligations under the Agreement.

### 2.4 FIRB Restricted Data

(a) If the Supplier stores any FIRB Restricted Data in connection with the Agreement, the Supplier must:

- (i) only store the FIRB Restricted Data to the extent required to perform its obligations under the Agreement;
- (ii) have in place appropriate technical and organisational measures to protect the FIRB Restricted Data from unauthorised use, access, disclosure or loss;
- (iii) subject to section 2.4(a)(iv), only store Bulk FIRB Restricted Data within Australia;
- (iv) not transfer Bulk FIRB Restricted Data to, or store Bulk FIRB Restricted Data in, a location outside of Australia without the Virgin Australia Group Customer's prior written consent and if the Virgin Australia Group Customer provides such consent only transfer the Bulk FIRB Restricted Data to, or store the Bulk FIRB Restricted Data in, the location specified in the consent;
- (v) promptly upon expiry or termination of the Agreement, or otherwise at the election of the Virgin Australia Group Customer, return or permanently delete all FIRB Restricted Data, except to the extent that the Supplier is required by applicable law to retain such FIRB Restricted Data;
- (vi) promptly cooperate with any reasonable requests for information or directions from the Virgin Australia Group in relation to the management and security of FIRB Restricted Data.

(b) The Supplier must:

- (i) immediately notify the Virgin Australia Group without undue delay, and in any event, within 24 hours, in respect of any unauthorised access to or disclosure of, or loss of, Client Data stored or otherwise in the possession of the Supplier or its suppliers (**FIRB Restricted Data Breach**); and
- (ii) cooperate with the Virgin Australia Group and take such reasonable steps as are directed by the Virgin Australia Group Customer to assist in the investigation, mitigation and remediation of any FIRB Restricted Data Breach.

(c) The Supplier must have in place appropriate controls to ensure compliance with this section 2.4.

### 2.5 Bribery & Corruption

The Supplier must:

- (a) not, in connection with the performance of the Agreement, give, receive, offer, authorise or promise any money, payment, gift, advantage or other thing of value to any person (including any Government Official), whether directly or through

any other person or entity:

- (i) that is not legitimately due to that person in order to illegally obtain or induce any advantage, influence any person, or induce or reward any advantage; or
- (ii) that would comprise a facilitation payment or a kickback,

or engage in or authorise any activity, practice or conduct which would violate any Applicable Anti-Bribery and Corruption Laws;

- (b) perform risk based anti-bribery and anti-corruption due diligence on any subcontractor or agent engaged directly or indirectly by the Supplier in connection with the Agreement and ensure that any such subcontractor or agent only provides goods or services or performs work in connection with the Agreement under a written contract that imposes terms equivalent to those imposed on Supplier under this section 2.4;
- (c) have in place appropriate anti-bribery and anti-corruption controls and train its Personnel to ensure compliance with this section 2.4 and to prevent bribery and corruption;
- (d) immediately report to the Virgin Australia Group any request or demand for undue financial or other advantage of any kind received by the Supplier in connection with the Agreement; and
- (e) use its best endeavours to notify the Virgin Australia Group if any officer, director, employee or shareholder of the Supplier becomes, or is expected to become, a Government Official in a position to influence action for or against the Virgin Australia Group.

### 2.6 Sanctions

The Supplier:

- (a) represents and warrants that:
  - (i) it is not organised under the laws of, or located or ordinarily resident in, a Sanctioned Country or Territory;
  - (ii) is not part of the government of a Sanctioned Country or Territory, or owned or controlled by the government of a Sanctioned Country or Territory; and
  - (iii) is not a Sanctioned Party
- (b) must comply with Applicable Sanctions Laws in connection with the performance of the Agreement;
- (c) must not, without the Virgin Australia Group Customer's prior written consent, deal with any person restricted by Applicable Sanctions Laws in connection with the performance of the Agreement;
- (d) must have in place appropriate controls to ensure that its supply chains relevant to the Agreement comply with Applicable Sanctions Laws;
- (e) must notify the Virgin Australia Group immediately if the Supplier becomes aware or reasonably

suspects that the Supplier, a related body corporate of the Supplier or a member of a supply chain relevant to the Agreement is or is likely to:

- (i) be the target of;
- (ii) be owned or controlled by any person that is the target of; or
- (iii) operate in a country that is the target of, economic sanctions or trade restrictions imposed by Applicable Sanctions Laws.

### 2.7 Money Laundering and Terrorism Financing

The Supplier must:

- (a) not engage in or facilitate money laundering or terrorism financing in connection with the performance of the Agreement; and
- (b) comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and any other similar financial record-keeping and reporting laws to the extent the laws apply to the Supplier.

### 2.8 Modern Slavery and Labour Rights

(a) The Supplier must, and the Supplier must ensure that its related bodies corporate:

- (i) comply with all applicable Modern Slavery Laws, child labour and human trafficking laws, statutes, regulations and codes from time to time in force in Australia and in any location where the Supplier's obligations are performed;
- (ii) uphold the ILO Principles and do not engage in Modern Slavery; and
- (iii) not engage in any activity, practice or conduct that would constitute an offence under divisions 270 and 271 of the Criminal Code Act 1995 (Cth) if such activity, practice or conduct were carried out in Australia.

(b) The Supplier must:

- (i) have in place controls to ensure that the Supplier and its suppliers uphold the ILO Principles and do not engage in Modern Slavery; and
- (ii) promptly notify the Virgin Australia Group if it identifies Modern Slavery in its operations (or those of its related bodies corporate) or in a supply chain relevant to the Agreement and keep the Virgin Australia Group updated on the steps that the Supplier is taking to remediate the Modern Slavery.

(c) The Supplier represents and warrants to the Virgin Australia Group Customer that the Supplier and its related bodies corporate do not engage in Modern Slavery practices and that, as at the commencement of the Agreement, it was not aware of any Modern Slavery within its operations (or those of its related bodies corporate) or supply chains.

### 3. Records

The Supplier must keep full and complete books of accounts and records in connection with its supply to the Virgin Australia Group for a period of 7 years from the termination or expiry of the Agreement, or longer if required by law.

### 4. Supply Chain Risk Management Program

- (a) The Supplier is responsible for taking reasonable steps to communicate the Virgin Australia Group's requirements, as reflected in these Supplier Commitments, to its suppliers which provide goods or services in connection with the Agreement.
- (b) The Supplier agrees to participate in the Virgin Australia Group's supply chain risk management program, including without limitation by participating in any supply chain risk management surveys, questionnaires or certification programs administered by or on behalf of the Virgin Australia Group during the term of the Agreement.

### 5. Non-Compliance and Inspections

- (a) The Supplier will notify the Virgin Australia Group Customer immediately where it becomes aware of or suspects any non-compliance, or imminent non-compliance with these Supplier Commitments by the Supplier or its Personnel. The parties will agree any steps to be taken by the Supplier in relation to such non-compliance, and the Supplier agrees to keep the Virgin Australia Group Customer notified of the actions taken by the Supplier and their effectiveness to address the non-compliance. Without limiting the Virgin Australia Group Customer's rights under the Agreement, where the parties do not agree to such steps or the Supplier does not take such steps as agreed, the Virgin Australia Group Customer may suspend or terminate the Agreement with immediate effect.
- (b) Where the Virgin Australia Group Customer reasonably suspects non-compliance with these Supplier Commitments, in addition to any audit or inspection rights in the Agreement, on 48 hours' notice and during the Supplier's normal business hours, the Supplier will grant the Virgin Australia Group Customer or its representative supervised access to the Supplier's premises, documentation, records and Personnel for the purpose of verifying compliance with these Supplier Commitments. If the Virgin Australia Group Customer reasonably suspects that there may be Modern Slavery present in the Supplier's operations or supply chain, no notice needs to be given and the audit or inspection may be at any time the Virgin Australia Group Customer considers appropriate. The Supplier will ensure its Personnel, and if the audit or inspection relates to suspicions of Modern Slavery will use its best efforts to ensure that its suppliers, cooperate with any such audit or inspection by the Virgin Australia Group.
- (c) A breach of these Supplier Commitments will be a material breach, or a breach of a material clause, of the Agreement.

### 6. Definitions

In these Supplier Commitments:

**Agreement** means the agreement between the Supplier and the Virgin Australia Group Customer for the provision of goods or services to one or more members of the Virgin Australia Group.

**Applicable Anti-Bribery and Corruption Laws** means any anti-bribery and anti-corruption laws that are applicable to the Supplier, its Personnel or the Virgin Australia Group in connection with the Agreement.

**Applicable Sanctions Laws** means any sanctions and export control laws, regulations, orders, directives, designations, licenses, or decisions which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, European Union, any EU Members, the United Nations, or any other country with jurisdiction over any transactions entered into in connection with the Agreement.

**Bulk FIRB Restricted Data** being a dataset containing the FIRB Restricted Data of 200 or more Virgin Australia Group Clients.

**FIRB Restricted Data** means any information about any past, current or future Virgin Australia Group Clients that is held, collected by, or provided to Virgin Australia in connection with its Australian operations.

**Government Official** means any government official or employee; political party official; candidate for political office; person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state-owned company; an official of a public international organisation; and a person who holds themselves out to be an authorised intermediary of any Government Official.

**ILO** means the United Nations' International Labour Organisation agency.

**ILO Principles** means the principles and standards defended by the International Labour Organisation, including providing a living wage, providing adequate rest periods, leave, minimum wage requirements, freedom of association, and collective bargaining.

**Modern Slavery** means slavery, servitude, forced labour, trafficking in persons (including orphanage trafficking of children), forced marriage, child labour, debt bondage and other slavery-like practices as defined in the Modern Slavery Laws.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other anti-modern slavery laws or regulations in force in all jurisdictions in which this Agreement operates or is performed.

**Virgin Australia Group** means Virgin Australia Airlines Pty Ltd and its related bodies corporate from time to time, and Virgin Australia International Airlines Pty Ltd and its related bodies corporate from time to time. For the avoidance of doubt, the Virgin Australia Group includes Virgin Australia, Virgin Australia Regional Airlines, Virgin Australia Cargo, and Velocity Frequent Flyer.



## Supplier Commitments

### Virgin Australia Group

**Virgin Australia Group Clients** being a person or entity to whom the Virgin Australia Group provides goods, services, advice, or makes some other supply to.

**Virgin Australia Group Customer** means the Virgin Australia Group entity that is a party to the Agreement.

**Virgin Australia Group Workplace** means any location used by the Virgin Australia Group to conduct its business, including any office, car park, aircraft, vehicle, airport, hangar and warehouse.

**Personnel** means any employee, contractor, director, officer, representative or agent of the Supplier, and includes Personnel of the Supplier's subcontractors that are involved in performing the Supplier's obligations under the Agreement.

**Safety Requirements** means any reasonable requirement of, or direction issued by, the Virgin Australia Group or a safety regulator to ensure safety, and includes relevant industry standards and safety codes of practice applicable to any work performed by the Supplier in accordance with the Agreement.

**Sanctioned Country or Territory** means any country or territory against which comprehensive sanctions are imposed by Applicable Sanctions Laws.

**Sanctioned Party** means: (a) any person or entity that is designated for export controls or sanctions restrictions under any Applicable Sanctions Laws; and (b) any entity 50% or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or entities.

**Supplier** means the supplier that is a party to the Agreement.

**WHS Law** means laws in relation to work health and safety in all jurisdictions in which this Agreement operates or is performed.

**WHS Notifiable Incident** means an incident involving: (a) the death of a person; (b) a serious injury or illness of a person; (c) a dangerous incident; or (d) a near miss that has the potential to cause an incident under (a), (b) or (c), but does not result in an incident.

**WHS Regulator** means a person, regulator, authority or agency appointed or constituted under relevant WHS Law.

**Worker** has the meaning given in the *Model Work Health and Safety Act 2016* (Cth).