

# Third Party Access Agreement

## Key Points

- Any non-employee of Thiess who needs access to any Thiess information system must sign this Third Party Access Agreement.
- That Third Party agrees to use its access to the Thiess systems only for the Approved Purpose and to protect the confidentiality of all information and data disclosed through that access.
- The Third Party also agrees to use only the Approved Access to access the Thiess systems and to comply with the Approved Usage requirements contained in this agreement.

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## Consideration

In consideration of the premises and the mutual promises and agreements contained herein, Thiess and the Third Party agree as follows:

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## Definitions

**“Approved Purpose”** means the purpose identified as the Approved Purpose at the end of this agreement.

**“Confidential Information”** means any information or data disclosed by Thiess orally or in writing to the Third Party or contained in the Thiess systems to which the Third Party has access or which may enable an unauthorized party to access Thiess’s systems, and which is marked or stated at the time of disclosure as being **“Confidential”** or **“Proprietary”** or which is subject to access controls within the Thiess systems or which could reasonably be assumed to be confidential or proprietary to the Discloser. Confidential Information does not include any information or data which:

- Is known to the Third Party at the time of disclosure or becomes publicly known through no wrongful act on the Third Party’s part; or
- Is received by Third Party from another third party without breach of any obligation of confidentiality by the other third party; or

- Is required by law to be disclosed by the Third Party.

**“Acceptable Use Procedure”** is Thiess’ TMS

procedure for Acceptable Use of Information

Systems, as updated from time to time, a copy of

which is to be made available to any Third Party

accessing the Thiess systems.

**“Personal Information”** has the meaning given to

it in the Privacy Act.

**“Privacy Act”** means the *Privacy Act 1988* (Cth),

the *Australia Privacy Principles*, the *Privacy*

*Regulations 2013* (Cth) and the *Australian*

*Privacy Guidelines*.

**“Third Party”** means the person identified as the third party at the end of this agreement.

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## Confidentiality Undertaking

The Third Party acknowledges that the Confidential Information is valuable, proprietary and confidential to Thiess.

Third Party agrees that for the period of 3 years from the date of receipt, it shall not disclose any Confidential Information received to any other third party, shall not copy the Confidential Information and shall not use the Confidential Information for any purpose other than the Approved Purpose.

The Third Party agrees to return to Thiess immediately on request the Confidential Information, all copies (whether authorized or not) and all documents or items containing any portions thereof.

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## **Approved Access**

### **Remote Access**

*Where the Third Party is using non-Thiess equipment or devices to access Thiess systems remotely, the Third Party will:*

- *Comply with all relevant terms of the Thiess Acceptable Use Procedure in establishing and maintaining that access;*
- *Make available for audit the equipment and devices used for that access on Thiess's reasonable request*

### **Access Control**

The Third Party will not:

- Circumvent any access control of any host network, directory or document;
- Alter in any way the Standard Operating Environment installed on any Thiess equipment, without prior approval;
- Leave any device unattended while connected to the network or other Thiess system;
- Open any email attachment or load or run any software or documents obtained through the internet or other insecure source, without first running an up-to-date virus check;
- Use the Thiess systems for video or audio streaming;
- Make any unauthorised copy or distribute or download any material using or to the Thiess computer systems in breach of any other party's copyright

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## **Acceptable Usage**

### **Use for Approved Purpose Only**

The Third Party will use the Thiess computer systems and networks to which he/she has access only for the Approved Purpose. The Third Party will not:

- Assist any other person to use or access any Thiess systems in an unauthorized way;
- use any of the Thiess systems to make unauthorized access to the systems of any other Thiess or individual

Any personal use of the Thiess systems is prohibited.

### **Consent to Monitoring**

The Thiess System Administrator collects and reviews information about the usage of Thiess's computer systems, including:

- Emails stored on mail servers and back-up tapes and the contents of e-mails sent and received by the corporate network
- Network and Server Logs, including the e-mail addresses of senders and recipients of e-mail and the time of transmission
- Web server logs including information on the sites that people visit

By using Thiess's information systems, the Third Party acknowledges and accepts that Thiess has the above rights.

### **Password Requirements**

Where the Third Party has been assigned any password for access to any part of the Thiess systems, the Third Party will comply with the following:

- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every three months.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines included in the Acceptable Use Procedure.

### **Inappropriate or unlawful material**

Under no circumstances is the Third Party allowed to use any of the Thiess systems to intentionally or deliberately view, send or store any material that:

- is fraudulent
- is harassing or intimidating
- contains material or words that negatively reflect on a particular race, gender, religion, colour, national origin, disability or marital status
- is sexually explicit, profane, or obscene
- is defamatory
- is destructive to the Thiess systems (such as viruses)
- uses or contains software that is not authorised for use by Thiess; or
- is in any other way inappropriate or unlawful

### **No Network Utilities**

The Third Party shall not download, install or run security programmes or utilities that reveal weaknesses in the security of the Thiess or any other computer system, unless approved by the Thiess Information Systems department. In particular, the Third Party will not run password cracking or port sniffing or security scanning programmes on or from any part of the Thiess computer system.

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### **Intellectual Property Rights**

To the extent that such rights are not already vested in Thiess, the Third Party agrees that:

- *Any technical development, design, invention, idea, software or method of work associated with the Approved Purpose, produced or devised by the Third Party during the period of providing services to Thiess, shall belong to Thiess; and*
- *All proprietary rights therein shall, subject to any statutory provisions to the contrary, vest in Thiess.*

*The Third Party acknowledges that all materials produced by the Third Party for Thiess in connection with the Approved Purpose are part of the Confidential Information.*

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### **Privacy**

***The Third Party must and warrants that they will comply with the obligations under the Privacy Act in respect of Personal Information obtained by or disclosed to them in accordance with this Agreement.***

### **Code of Conduct**

The Third Party must comply with the Code of Conduct for Business Partners to Thiess at Schedule 1 to this Agreement.

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### **General**

The Third Party indemnifies Thiess against all liability or loss (including legal costs on a full indemnity basis) arising directly or indirectly from or incurred in connection with any breach by the Third Party of any provisions of this Agreement.

This Agreement remains in full force and effect until the Third Party ceases to have access to the Thiess systems and, in relation to the undertakings regarding Confidential Information, for the period of 3 years from the date of receipt of that Confidential Information.

This Agreement is governed by the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date(s) indicated below.

<b>THIRD PARTY</b>	_____
<b>APPROVED PURPOSE</b>	To undertake work for Thiess in relation to ( <i>specify project/job</i> )

**AGREED:**

**AGREED:**

**THIRD PARTY**

**THIESS PTY LTD**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1: Guide to the Code of Business Conduct for Business Partners to Thiess**

Thiess is a values driven organisation, built on a solid foundation of trust, innovation, passion and excellence. References to “You” means the entity with which Thiess has contracted as set out in the Agreement to which this Schedule is attached.

**1. About this Document**

Thiess is required to comply with the Leighton Group Code of Business Conduct which is accessible at [http://www.leighton.com.au/\\_data/assets/pdf\\_file/0018/3429/Leighton-Group-Code-of-Business-Conduct.pdf](http://www.leighton.com.au/_data/assets/pdf_file/0018/3429/Leighton-Group-Code-of-Business-Conduct.pdf). The Code applies to all persons working with Thiess.

This document is a summary of the relevant obligations with which you must comply, as a business partner of Thiess.

We expect you to always act with honesty, integrity, fairness and in accordance with our core values and the policies and procedures made available to you.

You must:

- promptly raise known, or suspected, breaches of this Code, our rules and/or the applicable law;
- cooperate in investigations of a possible breach of this Code;
- not retaliate against another person for reporting actual, or suspected breaches of this Code.

Raise known or suspected breaches of the Code by calling 1300 THIESS (in Australia) or 9002 or 9003 in Indonesia or 000 800 440 2406 in India or emailing [compliance@thiess.com.au](mailto:compliance@thiess.com.au) or [thiessethics@controlrisks.com](mailto:thiessethics@controlrisks.com). This is an independent service you can access at any time.

**2. People, Privacy and Safety**

*The provision of a safe, secure and healthy working environment is of vital importance to us*

You must:

- comply with all of our rules, including our health and safety policies, be observant of safety issues and comply with safe practices;
- not tolerate or engage in harassment, unlawful discrimination, bullying, vilification, occupational violence or victimisation of any kind.

*The lawful treatment of personal information is of utmost importance to us*

Documents or information (including data), created or stored on computers or other electronic media belonging to us, including personal information, are our property.

You must:

- always respect the privacy of people and comply with applicable privacy laws; and
- protect information and not disclose it for any purpose other than the purpose for which it was collected as required by law; and
- only use Personal Information received, created or held by the Third Party for the purposes of this Agreement; and
- not disclose the Company's Personal Information to any third party without the Company's prior written consent, unless required by law; and
- immediately notify the Company where the disclosure of the Company's Personal Information is required by law; and
- implement adequate security measures to protect the Company's Personal Information; and

- not transfer Personal Information received, created or held by the Third Party for the purposes of this Agreement outside of Australia, or allow parties outside Australia to access the Personal Information without the consent of the Company; and
- ensure the Third Party has appropriate policies, systems and procedures in place to protect against unauthorised access, misuse, disclosure, modification, destruction, loss or damage to the Third Party's Personal Information.

### 3. Environment and the Community

*We are committed to delivering our projects, services and business activities in a manner that both respects the environment and contributes to the sustainability of our business*

You must:

- take responsibility for endeavouring to ensure that our works meet applicable environmental laws, regulations and contractual obligations;
- take all practicable steps to prevent adverse environmental impacts, or events, and provide appropriate responses if such instances occur;
- report any environmental incident immediately in accordance with our rules.

*We are committed to building relationships and working collaboratively with the communities in which we work*

You must:

- take a socially responsible approach to the project and respect the interests of our local communities, comply with all of our policies supplied to you such as any community relations plan;
- if sponsoring local communities or charitable donations on our projects, only consider sponsorships and relationships that support local communities, comply with local laws and the ethical standards of Thiess.

### 4. Ethical Business Practices

*We prohibit bribery and corruption in all forms, whether directly or through a third party*

You must never:

- engage in any form of bribery or corruption or authorise, undertake or participate in schemes to give any improper benefit, kick-back or secret commission;
- offer, promise or give cash or cash equivalent payment of any kind to a government official or to any other person for the purpose of obtaining improper advantage;
- make a facilitation payment (payments involving small sums to an individual within government or other public authority or within a private entity to obtain routine services that are not related to obtaining an undue advantage);
- use any third party to do something that you are prohibited from doing yourself;
- give anything of value to any third party when there is any suspicion that the third party will engage in bribery, corruption or other prohibited conduct in relation to us.

You must:

- be aware that gifts and hospitality, agency arrangements, political donations and charitable contributions may, in certain circumstances constitute or give the appearance of bribery;
- be aware that Thiess now has a Gifts and Donations Procedure which requires all Thiess staff to register any gifts, hospitality or donations given or received from you or another third party;
- immediately seek advice from [compliance@thiess.com.au](mailto:compliance@thiess.com.au) or raise a concern on the numbers above if you have doubts about the legitimacy of a payment or benefit you have been requested to make;

- ensure all transactions are recorded accurately.

*Gifts and entertainment given and received with the intention of unduly influencing business decisions are a form of bribery and are prohibited*

You must not permit the offering or acceptance to Thiess employees, consultants, clients or other contractors associated with Thiess of:

- loans, cash or personal cheques;
- product or service discounts that are not available to all employees;
- gifts, favours, hospitality or entertainment in return for, or in exchange for, a benefit such as business services or information;
- gifts or hospitality of an inappropriate nature or at inappropriate venues.

You must exercise care when offering or accepting gifts and hospitality to protect yourself and us against allegations of improper behaviour, conflicts of interest or bribery.

*We aim to have effective business relationships with secondary subcontractors and other third parties, and to encourage them to adopt similar business practices and procedures to ours*

You must:

- make reasonable enquiries before selecting and engaging third parties to work on our projects to try to avoid the engagement of third parties not aligned to our core values;
- take special care when engaging agents or special representatives and seek guidance from us if you have a concern about improper behaviour;
- make procurement decisions based on the best value received, taking into account the merits of price, quality, performance, capability and suitability;
- take action and report it to us if you are aware of, or suspect, improper behaviour by another secondary subcontractor or other third party;
- confirm that your secondary subcontractors understand the Thiess expectation and the Code and is contractually bound to meet standards consistent with this Code, where possible.

*It is important to avoid even the appearance of a conflict of interest*

A conflict of interest arises when a person has a personal interest in a business decision in which they are involved which affects or could affect their judgment, objectivity, independence, or prejudice our interests. You must disclose to us any conflict of interest or potential conflict of interest that affects you as soon as possible.

You must:

- promptly advise in writing of any outside activities, financial interests or relationships that may involve you either in actual conflict of interest or the appearance of one;
- remove yourself from any decision-making process where you have an interest that influences, or may be perceived as influencing, your ability to make an objective decision and to fulfil your responsibilities to us.

*Insider trading - You must not use any information about us, a competitor, joint venture partner, client, customer or supplier for financial or other benefit, or convey this information to others before it is made public*

Inside information is material information about any company that is not generally available to the public which would affect a reasonable investor's decision about whether or not to trade in securities of the company.

You must not use inside information to buy, sell or otherwise deal in shares or other securities of Leighton Holdings or another company or advise or encourage another person (for example, a family member, a friend or family company or trust) to do so.



*You must comply with all applicable competition laws*

You must:

- never engage in anti-competitive conduct which includes having agreements with your competitors involving:
- price fixing ie fixing the selling or buying price to be paid;
- output restrictions (agreements between competitors to prevent, restrict or limit production or supply of goods or services);
- allocating customers, suppliers or territories (agreements between competitors to divide or allocate customers, suppliers or territories among themselves);
- bid rigging or collusive tendering (agreements to ensure that bids are submitted in a particular manner);
- exclusionary provisions – eg agreeing not to supply or acquire goods or services from a particular person;
- the substantial lessening of competition in the market;
- misuse of market power eg taking advantage of a substantial degree of market power or having a substantial market share and engaging in below cost pricing for a sustained period for the purpose of damaging a competitor, preventing the entry of a person into a market or deterring a person from being competitive;
- avoid any action where anti-competitive conduct could be implied;
- not provide false or misleading information, conceal or destroy documents, or alert any third party to the fact of an investigation;
- maintain ethical and honest communications.

*You must comply with all national and international laws, regulations and restrictions relating to the movement of materials and services around the world which are applicable to our business*

If relevant to your scope of work or supply, you must follow the sanctions and international trade control laws and regulations of all countries in which you operate.

## **5. Use of Thiess Assets and Resources**

*Our assets include construction and mining plant and equipment, materials, tools, computers, telephone networks, fuel, electricity, intellectual property, confidential information, along with any information which employees have access as a result of their work responsibilities*

You must:

- not take or use our assets for personal gain or personal business, nor allow any other person not employed or authorised by us to use them;
- take care to prevent waste, loss, damage, misuse, theft or misappropriation of our assets;
- be careful where you discuss any confidential information of ours and how you store it;
- respect the assets of others and never knowingly damage or misappropriate the assets of others, irrespective of whether the assets are physical or intangible;
- not knowingly damage or misappropriate the physical or intangible assets of others;
- only use Thiess information and communications technology (“ICT”) for the legitimate purposes of the project;
- adhere to appropriate software licensing when using Thiess ICT.

To the extent permitted by law, Thiess reserves the right to access, review and disclose data stored on Thiess ICT for suspected breaches of the Code.



*All information created and maintained as a result of business activities must accurately reflect the underlying transaction and events*

You must:

- never falsify, conceal, alter or otherwise tamper with information, or create misleading information;
- not misrepresent financial transactions or any other transactions or events;
- not destroy, deface, or make unrecoverable documents that are, or are likely to be, the subject of litigation or any regulatory investigation.

## **6. Government, Media and Investors**

You must:

- follow our rules about who is responsible for communicating with governments, regulators and public authorities;
- ensure that all interactions with governments, regulators and public authorities adhere to high standards of ethics and comply with the letter and spirit of the law;
- ensure that all information provided to governments, regulators and public authorities is accurate and appropriate;
- co-operate with every legitimate government request for information while protecting Thiess's legal rights.

*You do not make direct contributions in cash or in-kind to any political party*

You must ensure that any involvement by you or the Company or by your personnel in their capacity as directors or employees of the Company, in events or activities organised by a political party, politician or candidate for public office is for policy dialogue and business purposes only.

This Schedule cannot describe every situation, law or rule that may apply to you. This Code provides a framework but you are still required to exercise good judgment.

We expect you to raise known or suspected breaches of the Code by calling 1300 THIESS (in Australia) or 9002 or 9003 in Indonesia or 000 800 440 2406 in India or emailing <a href="mailto:compliance@thiess.com.au">compliance@thiess.com.au</a> or <a href="mailto:thiessethics@controlrisks.com">thiessethics@controlrisks.com</a> . This is an independent service you can access at any time.
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