

Modern Slavery and Ethical Labour Policy

Hilary Nathan Media Pty Limited ABN [45 621 338 887](#)

Version: 2.0

Approved by: Simon Gould

Effective date: 18.09.2026

Next review: 18.09.2026

1. Purpose and commitment

Orbit Marketing is an advertising agency with team members in Australia and the Philippines, and partners in India, Pakistan and South Africa. Working across borders is how we deliver great work, and it also means we are responsible for making sure everyone who contributes to that work is treated fairly, lawfully and with dignity.

[Agency Name] prohibits all forms of modern slavery, including forced labour, child labour and human trafficking, in our own operations and in our supply chain. This policy sets out binding rules for our Workers and Agents and mandatory requirements for our Suppliers.

We support the *Modern Slavery Act 2018* (Cth), the criminal prohibitions in Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth), the UN Guiding Principles on Business and Human Rights, and the core conventions of the International Labour Organization (ILO).

[We are not currently a reporting entity under the Modern Slavery Act 2018 (Cth), which applies to entities with annual consolidated revenue of AUD 100 million or more. We maintain this policy voluntarily. Delete or amend this note as appropriate.]

2. Scope

This policy applies to:

- **Workers:** all directors, officers, employees, contractors, freelancers, interns and volunteers of Orbit Marketing wherever located and however engaged, including through an employer-of-record or outsourcing provider;
- **Agents:** any person or business acting for or on behalf of [Agency Name], including recruiters, recruitment agencies, labour-hire providers and intermediaries; and
- **Suppliers:** white-label and outsourcing agencies, subcontractors, production companies, printers, merchandise suppliers and any other business we engage to deliver work for us or our clients, together with their own subcontractors.

In this policy, "we" and "our" refer to Orbit Marketing. References to "host country" mean the country where the relevant work is performed.

3. Definitions

Modern slavery means situations where coercion, threats or deception are used to exploit people and deprive them of their freedom. It includes trafficking in persons, slavery, servitude, forced labour, forced marriage, debt bondage, deceptive recruiting for labour or services and the worst forms of child labour.

Forced labour means all work or service exacted from a person under the menace of a penalty and for which the person has not offered themselves voluntarily.

Human trafficking means the recruitment, transport, transfer, harbouring or receipt of a person through threat, force, coercion, fraud or deception for the purpose of exploitation.

Child labour means work performed by a person under the age for completing compulsory schooling in the host country, and in general not less than 15 years of age.

Worst forms of child labour means all forms of slavery or practices similar to slavery, the trafficking of children, debt bondage, forced or compulsory labour, the use of a child for prostitution, pornography or illicit activities, and **hazardous child labour**, being work performed by a person under 18 that jeopardises their physical, mental or moral wellbeing, including work performed for long hours, at night, or in other particularly difficult conditions.

Recruitment fees means any fee or related cost charged to a worker or potential worker in connection with recruitment, placement or securing employment, including application, processing, agency, travel, visa, medical examination and training costs, however described, and whether charged directly or through deductions from wages.

Worker identity or immigration documents means passports, identity cards, visas, work permits, birth certificates and similar documents belonging to a worker.

4. Prohibited conduct

Workers and Agents are strictly prohibited from engaging in, permitting, facilitating or benefiting from any of the following, at any time during their engagement with us or performance of work connected to us.

4.1 Forced labour, child labour and human trafficking

Workers and Agents must not engage in any form of forced labour, compulsory labour, slavery, servitude, debt bondage, child labour or human trafficking, or any other form of modern slavery.

4.2 Child labour

Workers and Agents must not employ or engage any person under the age for completing compulsory schooling in the host country, and in general not less than 15 years of age.

4.3 Worst forms of child labour

Workers and Agents must not engage any person under 18 in the worst forms of child labour, including hazardous work that jeopardises their physical, mental or moral wellbeing, such as work for long hours, work at night, or work under other particularly difficult or dangerous conditions.

4.4 Withholding identity or immigration documents

Workers and Agents must not destroy, conceal, confiscate, withhold or otherwise deny any worker access to their identity or immigration documents. Workers must retain possession of their own documents at all times.

4.5 Recruitment fees

Workers and Agents must not charge workers or potential workers any recruitment fees or related costs. All recruitment costs are borne by [Agency Name] or the employing business, consistent with the "employer pays" principle.

4.6 Discrimination

Workers and Agents must not discriminate against any worker or job applicant before hiring, on the job, or upon leaving employment, on the basis of race or colour, sex, religion, political opinion, national extraction or social origin, age, HIV/AIDS status, disability, nationality, sexual orientation, gender identity, family or carer responsibilities, pregnancy, marital status, or trade union membership or activities. We also prohibit harassment, bullying, victimisation and retaliation.

4.7 Commercial sex acts

Workers and Agents must not procure commercial sex acts at any time during the term of their engagement or contract with us, including while travelling for work or on assignment.

4.8 Other prohibited practices

Workers and Agents must not use or threaten physical, sexual, psychological or verbal abuse, corporal punishment, unlawful wage deductions as a disciplinary measure, restrictions on a worker's freedom of movement, or the use of deposits, bonds or debts to bind a worker to their job.

5. Required standards

We require the following standards for all workers performing work for us or on our behalf, including workers engaged through recruiters, agencies or Suppliers.

5.1 Wages

Wages and benefits must meet the legal requirements of the host country, including minimum wage, overtime and statutory entitlements. Where no legal minimum wage exists, wages must at least match the prevailing wage for the sector and region. Wages must be paid regularly, in full, on time and by a method convenient to the worker. Unlawful or unauthorised deductions are prohibited.

5.2 Written work agreements

All workers, including those hired through recruiters or agencies, must receive a detailed and accurate written work agreement or equivalent work papers before they begin work, and, where relocation is required, before relocating. The agreement must be in a language the worker understands, and must clearly set out duties, location, wages, hours, benefits, conditions and notice arrangements. Terms must not be substituted or altered to the worker's detriment after acceptance.

5.3 Freedom to leave employment

All workers, including migrant workers, are free to terminate their employment or engagement at any time, without financial penalty, subject only to giving reasonable notice in accordance with local law or any applicable collective agreement. No worker may be required to lodge deposits, pay penalties, forfeit wages or surrender documents in order to leave.

5.4 Freedom of association

All workers have the right to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly, in conformance with local law. Workers must not suffer discrimination, harassment or retaliation for exercising these rights. Where these rights

are restricted by law, workers must be able to raise workplace concerns through an alternative, non-retaliatory channel.

5.5 Working hours

Working hours, including overtime, must comply with host-country law and any applicable collective agreement. Overtime must be voluntary, compensated at the applicable rate, and must not be used in a way that is coercive or unsafe.

5.6 Housing

Where [Agency Name], a Supplier or an Agent provides or arranges housing for workers, that housing must meet the host country's housing and safety standards, including standards for sanitation, ventilation, space, fire safety, drinking water and security. Workers must be free to enter and leave their accommodation and must not be required to live in employer-provided housing as a condition of employment unless permitted by law.

[We do not currently provide or arrange housing for any worker. This clause applies if that ever changes, and to our Suppliers.]

5.7 Document and age verification

Before any worker begins work, we and our Suppliers must check the worker's documents, including proof of age and right-to-work documentation, to confirm that they are legally permitted to work and meet the requirements of this policy. Copies may be retained only as required by law and must be handled in line with applicable privacy laws. Original documents must be returned to the worker immediately after checking.

5.8 Safe and lawful workplaces

All workers must be provided with a safe and healthy working environment that complies with host-country work health and safety law, including for home-based and remote workers so far as is reasonably practicable.

6. Where our risks are

As a service business our overall risk is relatively low, but we have assessed where it could arise.

Area	Why it matters	Risk level
White-label agency (staff in Pakistan and South Africa)	The people doing the work are employed by another business, in countries with higher labour exploitation risk. We have limited visibility of their pay, hours, recruitment and whether work is subcontracted further. Tight deadlines passed down the chain can push hours up.	Highest — priority
Promotional merchandise and branded goods	Apparel, bags, drink bottles and electronics are sectors with known forced labour and child labour risks in manufacturing.	High
Offshore contractor (India)	Freelancers can face late or reduced payment and pressure to work excessive hours, and may themselves use unseen subcontractors.	Medium

Area	Why it matters	Risk level
Team members in the Philippines	We control these relationships directly, but must make sure pay, entitlements and conditions meet local law and the promises we've made, including where an intermediary is involved.	Low–medium
Production, print and events	These can involve casual crews, labour hire, and cleaning or security staff.	Medium
Technology and office supplies	Laptops, phones and electronic components have known supply chain risks. Our purchasing volume is small, so our influence is limited.	Low (limited leverage)

7. Supplier requirements

7.1 Risk assessment before onboarding and annually

Every Supplier must complete a modern slavery risk assessment, in the form set out in Appendix A or an equivalent approved by us, **before we onboard them** and **at least annually** for as long as the relationship continues. We will also reassess a Supplier whenever their circumstances change, such as a new country of operation, a change of workforce model, or the introduction of a subcontractor. We will not onboard, and may suspend or exit, any Supplier that does not complete the assessment.

7.2 Written policies

Suppliers must have their own written policies covering the matters in sections 4 and 5 of this policy, or must formally adopt this policy in place of their own. Suppliers must provide copies of those policies on request and must communicate them to their own workers, agents and subcontractors.

7.3 Flow-down to subcontractors

Suppliers must not subcontract work for us without our prior written consent, and must impose equivalent obligations on any approved subcontractor and take reasonable steps to verify compliance.

7.4 Contract terms

Our agreements with Suppliers will require compliance with this policy, prompt notification of any actual or suspected modern slavery or breach, cooperation with our inquiries, participation in remediation, and our right to terminate for serious or unremedied breaches.

7.5 Records and monitoring

We maintain a register of Suppliers recording their country of operation, risk rating, date of last risk assessment, policy documents held, and next review date. Higher-risk Suppliers may be asked for evidence such as payroll summaries, working hour records, audit reports or certifications.

7.6 Responsible commercial practices

We will set timelines, briefs and rates that allow work to be performed in compliance with this policy, give reasonable notice of work, and pay undisputed invoices within agreed terms.

8. Speaking up

Anyone, including a Worker, a Supplier's worker, or a member of the public, can raise a concern about modern slavery or a breach of this policy by contacting [Director name] at [email address] or [phone]. *[Add an alternative contact outside the business in case the concern involves a director.]*

Concerns may be raised anonymously. We keep reports confidential so far as we can, and we prohibit retaliation, dismissal, penalty or any other detriment against anyone who raises a concern honestly. Suppliers must provide their own workers with a confidential, non-retaliatory way to raise concerns.

If someone is in immediate danger:

- in Australia, call **000**; suspected modern slavery can also be reported to the Australian Federal Police on **131 237**;
- outside Australia, contact local police or emergency services.

9. Responding to and remediating breaches

If we identify or suspect modern slavery or a breach of this policy, we will:

1. **Put people's safety first**, avoiding action that could put affected workers at greater risk, and contacting police where someone is in danger.
2. **Investigate** promptly, confidentially and sensitively, with expert support where needed *[e.g. Anti-Slavery Australia, the Australian Red Cross Support for Trafficked People Program]*.
3. **Remediate**, including repaying any recruitment fees or unpaid wages, returning documents, and supporting affected workers' access to remedy.
4. **Agree corrective actions** with the Supplier, with clear timeframes, and monitor them.
5. **Terminate the relationship** where the breach is severe or remediation fails, taking into account the impact on affected workers.
6. **Record and review** what happened and what we changed as a result.

10. Training and awareness

All Workers receive this policy on engagement and whenever it is updated. Anyone who engages Suppliers, recruits workers or purchases goods receives refresher guidance at least every two years on recognising and responding to modern slavery risks. This policy is provided to all Suppliers and published on our website.

11. Compliance, responsibility and review

[Director name] is responsible for this policy, its implementation and its review. This policy is reviewed at least annually and whenever our operations, partners or the law change.

Breach of this policy by a Worker may result in disciplinary action up to and including termination. Breach by an Agent or Supplier may result in corrective action, suspension or termination of the relationship. Conduct that may constitute a criminal offence will be referred to the relevant authorities.

Approved by: Simon Gould

Position: Director

Date: 18.09.2026

Appendix A: Supplier modern slavery risk assessment

To be completed before onboarding and at least annually. Keep completed assessments in the Supplier register.

Workforce and operations

1. How are the people working on our account engaged: direct employees, contractors, or through another agency or labour-hire provider?
2. In which countries and locations is the work performed?
3. Will any part of our work be subcontracted? If so, to whom, and in which country?

Pay and conditions

1. Are workers paid at least the legal minimum wage and statutory entitlements in the host country, or the prevailing sector wage where no minimum exists? How and how often are they paid?
2. What are normal working hours, and how is overtime agreed and paid?
3. Do all workers receive a written work agreement, in a language they understand, before they start work?
4. Can workers end their employment with reasonable notice and no financial penalty?

Recruitment and documents

1. Were any workers charged recruitment or placement fees of any kind?
2. Do workers retain possession of their own identity and immigration documents?
3. Do you verify age and right-to-work documents before a worker starts?

Rights and welfare

1. Do you prohibit discrimination and harassment on the grounds listed in our policy?
2. Can workers form or join a union, bargain collectively and assemble peacefully, in line with local law?
3. Do you provide or arrange any worker housing? If so, does it meet host-country housing and safety standards?
4. Is there a confidential way for workers to raise concerns without retaliation?

Governance

1. Do you have written policies covering the matters in sections 4 and 5 of our policy?
Please attach them.
2. Have you had any modern slavery or serious labour incidents, audits or investigations in the last three years? What was the outcome?
3. Will you notify us of any actual or suspected modern slavery connected with our work?

[Warning signs include unwillingness to answer, prices well below market, unexplained subcontracting, or vague answers about where workers are located.]

Appendix B: Coverage map

[Internal reference for responding to client and tender assessments. Delete from the public version.]

Requirement	Covered by
Prohibits forced labour, child labour and human trafficking	4.1
Prohibits the worst forms of child labour, including hazardous work under 18	4.3, 3 (definitions)
Prohibits child labour below compulsory schooling age / 15 years	4.2, 3 (definitions)
Prohibits withholding identity or immigration documents	4.4
Prohibits discrimination before hiring, on the job and on leaving	4.6
Prohibits charging recruitment fees	4.5
Prohibits procuring commercial sex acts during the contract	4.7
Requires supplier risk assessment before onboarding and annually	7.1, Appendix A
Requires housing to meet host-country housing and safety standards	5.6
Ensures workers can cancel contracts with no penalty on reasonable notice	5.3
Ensures wages meet host-country law or the prevailing sector wage	5.1
Ensures freedom of association, collective bargaining and peaceful assembly	5.4
Ensures written work agreements in a language the worker understands, before relocation	5.2

Requirement	Covered by
Ensures document and proof-of-age checks before work begins	5.7
Requires suppliers to hold written policies on these topics	7.2, 7.3