CONTINGENT WORKER REMOTE WORKING FROM OFFSHORE POLICY – AUSTRALIA AND NEW ZEALAND

A. Purpose

At Robert Walters Pty Ltd and Robert Walters New Zealand Limited (**Robert Walters/we/our**) we acknowledge that on a limited basis, and from time to time, work may be performed remotely. This acknowledgement extends, subject to the terms of this Policy, to our on-hired workers engaged to perform temporary assignments for Robert Walters' clients (**RW Client/s**), (**Contingent Workers**).

To this end, we support remote working arrangements at locations other than the 'Location' or worksite specified in the Schedule of your Agreement with Robert Walters (**Contracted Location**) where these can be accommodated to the extent set out in this Policy and subject to consideration of competing risks, including (as appliable):

- compliance with health and safety obligations;
- employment laws (local and in any overseas/interstate location);
- income tax and corporate tax implications;
- insurance coverage issues;
- immigration / right to work matters;
- regulatory issues;
- asset management; and
- data privacy.

This Policy provides guidance as to the circumstances and framework in which Contingent Workers may engage in remote working arrangements (as defined below) from offshore (**Remote Working from Offshore**), and our expectations as to Contingent Workers' notification and other obligations in relation to such arrangements.

B. Scope and Application

This Policy:

- applies to all Contingent Workers contracted to work by Robert Walters in Australia or New Zealand; and
- details the rights and responsibilities for 'remote working arrangements' from offshore (as defined below).

This Policy applies to all '**remote working arrangements**', defined as including:

- working whilst travelling to another state or territory;
- working whilst travelling overseas; and
- where Contingent Workers are asked to undertake interstate / inter-island or overseas travel for business purposes by RW Clients.

For clarity, this Policy does not apply to standard 'work from home' arrangements for temporary assignments. This policy is separate to any requests for flexible working arrangements s65 under of the *Fair Work Act 2009* (Cth).

C. Interaction with other policies and procedures

This Policy is to be read in conjunction with other Robert Walters' policies and procedures

applying to Contingent Workers, including the '*Business Travel, Remote Working and Working Offshore Procedure*' and our Work, Health & Safety procedures (including the '*Travel Risk Assessment*' or *'Work From Home Safely Assessment*').

D. Policy Detail

Remote Working Principles – General Approval Requirements for Contingent Workers

1. You must not, without the prior written approval of Robert Walters, work from any location other than the Contracted Location. Any request for Remote Working from Offshore must be submitted:

   a. To Robert Walters directly, in accordance with the process for approval of remote working arrangements set out in our Business Travel, Remote Working and Working Offshore Procedure. Authorisation from the RW Client alone for remote working is insufficient. All remote working arrangements must be pre-approved by Robert Walters; and

   b. Prior to the commencement of any Remote Working from Offshore. Except where prior approval is granted in writing by Robert Walters, you have no entitlement to reimbursement for any costs incurred by you for remote working, including for remote working set up costs; and

   c. With, and accompanied by, the appropriate supporting documentation set out in our Business Travel, Remote Working and Working Offshore Procedure or as otherwise required or requested by Robert Walters. You must promptly provide all information and documentation requested by Robert Walters for the purpose of assessing your request for Remote Working from Offshore. Failure to do so may result in your request being rejected.

2. Robert Walters may, at its sole discretion, approve or reject any request for a Contingent Worker for Remote Working from Offshore.

3. If a request is pre-approved in writing by Robert Walters, Remote Working from Offshore arrangements will be subject to the requirements for the specifically agreed period and circumstances. These requirements will be communicated to you in writing prior to commencement of the Remote Working from Offshore.

4. Any subsequent change to an approved Remote Working from Offshore location must be notified to Robert Walters before any change is made and will be subject to the same approvals process and principles as set out in this Policy.

5. The following specific conditions apply to Remote Working from Offshore:

   a. There is no guarantee your application will be approved if you apply for Remote Working from Offshore. Working outside of the country of your Contracted Location may mean that different compliance and legislative requirements apply which need to be considered on a case-by-case basis. Further, different considerations may apply in respect of approval (or no approval) being given by RW Clients; and

   b. A maximum period of 60 consecutive days in a 12-month period applies to Remote Working from Offshore, commencing at the time that you start work in the overseas country (**Maximum Peri**od). This Maximum Period applies per trip, includes non-working days (i.e. approved leave taken during or after a Remote Working from Offshore period) and will end when you return to the country of your Contracted Location (i.e. Australia or New Zealand, as applicable); and

c. Your temporary assignment with the RW Client must not expire whilst you are overseas. In other words, you must not apply to remain overseas beyond the 'End Date' specified in the Schedule of your Agreement with Robert Walters (and must not, as a matter of fact, remain overseas beyond that period). If your temporary assignment is due to expire, the RW Client must approve an extension prior to your departure; and

d. You must have and maintain working rights for the period of the arrangement in the overseas location, as a condition of any approval. You are solely responsible for ensuring that you comply with applicable immigration laws of the country you intend to work remotely from and will be required to warrant this in the approval process for such arrangements; and

e. You must only work your contracted hours, as required to complete the requirements of your role. You must not, unless otherwise pre-authorised by Robert Walters in writing, work outside of the reasonable hours of the overseas location's time zone; and

f. You must provide proof of return travel to your Contracted Location (i.e. Australia or New Zealand, as applicable). For the avoidance of doubt, Robert Walters is not liable for any repatriation costs incurred by you resulting from Remote Working from Offshore arrangements. You acknowledge and agree that there is, at all times, a risk that Australian/New Zealand borders may close at short notice and that the primary location of your role with is the Contracted Location; and

g. You must have and maintain working rights to work in Australia or New Zealand (as applicable) for the period of Remote Working from Offshore and to enable you to lawfully return to work at the Contracted Location following Remote Working from Offshore, as a condition of any approval. You are solely responsible for ensuring that you comply with applicable immigration laws of Australia or New Zealand (as applicable) for the period you intend to work remotely from overseas and that you have the required citizenship or visa status required to lawfully re-enter and return to work at your Contracted Location in Australia or New Zealand (as applicable) upon your return from overseas and will be required to warrant this in the approval process for such arrangements.

6. If a request for Remote Working from Offshore is pre-approved in writing by Robert Walters, such pre-approval will be subject to the requirements for the specifically agreed period and circumstances. These requirements will be communicated to you in writing prior to commencement of the agreement and may include:

   a. An acknowledgement by you that you are responsible for all costs associated with any Remote Working from Offshore arrangements (except for pre- approved expenses for business travel only where pre-approved by the RW Client); and

   b. A requirement for you to hold appropriate travel insurance for Remote Working from Offshore arrangements, at your own cost and to a level reasonably satisfactory to Robert Walters (except for business travel required by the RW Client, which may be covered by Robert Walters' travel insurance policy, subject to approval); and

   c. An outline of our expectations regarding any specific requirements of the RW Client for the period of the Remote Working from Offshore arrangements, which may include specific directions of the RW Client in respect of use of its IT assets and cyber and security controls.

Compliance with this Policy

7. Robert Walters requires your strict compliance with this Policy.

8. Failure to comply with this Policy will be viewed seriously and could result in disciplinary steps being taken against you, which could include the termination of the temporary assignment with or without notice. This means, specifically, that disciplinary action may result from a Contingent Worker (the below not being an exhaustive list):

   a. working at any location other than the Location, without prior written authorisation of Robert Walters in accordance with the requirements of this Policy;

   b. not having (or ceasing to have) working rights in the Contracted Location or any remote working location;

   c. being unable to return to the State or Country of their Contracted Location to perform the duties of their position, as required by Robert Walters;

   d. failing to comply with any directions in respect of remote working arrangements (whether working remotely within Australia or New Zealand, or overseas), including our directions in respect of safe work; and/or

   e. exceeding the Maximum Period permitted for working overseas.

Document Management

Version	Details	Author	Approval	Date
1	Version 1	Legal - ANZ	Cathy Herlihy	March 2023
2	Version 2	Legal - ANZ	Legal Counsel	January 2026