

Company Code of Conduct

The following Code of Conduct applies to all consultants of Omnia Projects Limited ('the company') and any associated company. Any breach of this Code may result in action being taken under the company's disciplinary procedure or in other appropriate steps.

It is a condition of your employment or engagement by the company:

- 1 That you must not at any time, whether during or after the termination of your employment, reveal to any person or entity any of the trade secrets or confidential information concerning the organisation, business or finances of the company, or of a client of the company, or of any other third party, except as may be required in the ordinary course of your duties, and that you must not use or attempt to use any such information in a way that might cause injury or loss, whether directly or indirectly, to the company. Further, that you must keep confidential and not reveal the name of any client to another client, without the client's or the company's approval.
- 2 That you must not make or use any notes, memoranda, reports, data, documents or other materials of any nature relating to the business of the company, or concerning its dealings or affairs, otherwise than for the benefit of the company, and that, immediately upon the termination of your employment, you must return all such materials in your possession to the company.
- 3 That for one year after the termination of your employment you must not, without the company's advance written approval, provide services as a consultant to a current, former or prospective client, or other contact, of the company to whom you have been assigned by the company in the twelve months before the termination of your employment. 'Assigned' means to do consultancy work on behalf of the company (whether fee-paying or not) or, to establish, maintain or develop business relationships on behalf of the company with one or more managers of that client or contact.
- 4 That for one year after the termination of your employment you must not, without the company's advance written approval, take up employment as a manager or director with a current, former or prospective client, or other contact, of the company to whom you have been assigned by the company in the twelve months before the termination of your employment. 'Assigned' has the meaning defined in clause 3 above.
- 5 That for one year after the termination of your employment, you must not solicit, or try to entice away from the company, either on your own account or for any other person, firm or business in competition with the company, any firm, company or person who during the twelve months before the termination of your employment was a customer of or in the habit of dealing with the company, and was a firm, company or person with whom you had contact in the course of your duties on behalf of the company during the twelve months before the termination of your employment.
- 6 That during your employment with the company and for one year after its termination, you must not seek to persuade any employee of the company to discontinue employment with the company, or to become employed in any other company in competition with the company.
- 7 That you must refrain from inviting an employee of a client to consider alternative employment.
- 8 That you must conduct all assignments and other work with the diligence and care demanded of our profession and by the company's standards.
- 9 That you must inform the company of any circumstances that may be seen to have influenced the nature of your advice to a client of the company, or the preparation of a proposal, or the way in which you conduct an assignment, if this is not strictly in accordance with its specified terms of reference. Such circumstances may include, but are not necessarily limited to:
 - being a director of, or having a financial interest in, a firm or business that is in competition with the client, or which you recommend to the client for the supply of goods or services
 - having a personal relationship with an employee of the client.
- 10 That you must inform the company, and seek its permission, before becoming a director of a firm or business whether or not a client of the company.
- 11 That you must report any shareholding you have in a firm or business that is a client of the company, and must not deal in the shares of any firm or business if that share dealing could be seen to have benefited from your knowledge gained by working for the company.
- 12 That you must conduct yourself always in a credible and professional manner and do nothing to bring discredit to the company, and that you must inform the company of any illness or situation that might impair your sound judgement and your ability to fulfil your duties.
- 13 That you must seek business only by methods that are ethical and in accordance with the best practice of our profession and the company's policy.
- 14 That you must submit, promptly, complete and accurate information of the progress of an assignment, as required, and inform the company of any unexpected difficulty that might adversely affect the expected outcomes from an assignment or impair its progress, or affect the company's and a client's relationships.
- 15 That you must avoid making any decision or acting in any way that unlawfully discriminates against a colleague at work, or an employee of a client, or an applicant for work with the company. Further, that you must report promptly to the company any concern you may have about the actions of colleagues in this regard. Harassment has been held to be discrimination.
- 16 That you must discourage offers of gratuities, gifts and hospitality by clients, and inform the company of any made or accepted.