Conflicts of Interest Policy

# Version Control

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| Version | Date | Amended By | Summary of Change | Approved by: |
| 1.0 | August 2016 | S Smith | New | NS/VG/HDB |
| 1.1 | August 2017 | S Smith | Annual Review | M Moore, Legal Counsel |
| 1.2 | June 2022 | S Smith | Annual Review | M Moore, Legal Counsel |
| 1.3 | March 2023 | S Smith | Review | M Moore, Legal Counsel |

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# Introduction

It is a requirement of your employment that you will not engage in activity which impairs or might reasonably be thought by MLPC to impair your ability to act in its best interests. This includes but is not limited to working in any way for any person or organisation which the Company may reasonably believe to be in competition with it. If you are in any doubt as to what you may or may not do, you should refer to HR/Legal. You are required to inform HR if you have additional employment.

# Definition

* 1. You may carry out private work in your own time provided that:

*1.1.1. It does not adversely affect your work for Microlink.*

*1.1.2. It could not lead to suspicion or favour or influence in relation to any contracts from or to Microlink.*

*1.1.3. It is not contrary to the interests of Microlink in any work that indirectly or directly competes with the Company’s business.*

*1.1.4. You do not use your position in Microlink to make any private gain.*

*1.1.5. No fee should be accepted in return for any favour to any company or individual.*

*1.1.6. Any fees for work/lectures/interviews undertaken in normal working hours should be paid to Microlink, unless agreed otherwise by the Executive in writing.*

 Please refer to Microlink’s “**Non-Disclosure Agreement**”, “**Confidentiality of Data Security Agreement**” and “**Declaration of Conflict of Interest**” signed by individuals/consultant/contractors when commencing activities on behalf of Microlink.

# Applicability

2.1 Employee – any person who is employed by Microlink in a part or full-time capacity.

2.2 Agent – an owner, director, stakeholder, contractor or other third-party that is in the position to act on behalf of Microlink.

2.3 Financial Interest – The interest that any individual may have in the monetary transactions of Microlink In particular, any interest that could have a direct bearing on the financial gain/loss of said individual.

# Controls

3.1 **Duty to disclose**

 Every employee/agent of Microlink is obliged to disclose any known or potential conflicts of interest as soon as they arise. Failure to do so could result in termination of employment.

3.2 **Investigating potential conflicts**

 When a conflict of interest arises, the Executive will collect pertinent information and may question any concerned parties. If the Executive determines that a conflict exists, steps will be taken to address to conflict. If no conflict exists, the inquiry may be documented but no further action will be taken.

3.3 **Addressing conflicts of interest**

 When an actual conflict of interest is found, any transactions that may have been affected will be reviewed retrospectively. Affected parties both within and outside of the business, including directors, employees, and contractors will be notified. An investigation will also be conducted by the Executive to determine the extent of the conflict and the intentions of the parties involved.

If the conflict in question involves a member or members of the board of directors, the individual will be excused from the deliberations.

3.4 **Disciplinary action**

 As all conflicts of interest will be reviewed on a case-by-case basis, a review may result in disciplinary action. The Executive has full discretion to deem what disciplinary action is both fitting and necessary, including suspension and/or termination of employment.
Exceptions.

#  Exceptions

4.1 There are no exceptions.

# Monitoring

5.1 Microlink will review this policy annually.

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| Name:  | Michael Moore |
| Position: | Legal Counsel |
| Date: | 31/03/23 |
| Signature: |  |