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POLICY

Fair Competition Policy 2026

Contents

1. Overview
2. Purpose and objectives
3. Scope and application
4. Legal framework
5. What fair competition means at NexSys IT
6. Prohibited conduct
7. Higher-risk scenarios for NexSys IT
8. Working with overseas clients, suppliers and partners
9. Permitted conduct and exemptions
10. Practical rules for employees and third parties
11. Reporting, investigation and whistleblower protection
12. Consequences of breach
13. Governance, training and record keeping
14. Definitions
15. Reference materials

1. Overview

NexSys IT is committed to competing fairly, honestly and on merit. As an Australian owned and operated IT integrator serving the architectural, engineering, construction and manufacturing industries across Australia and the Asia-Pacific region, we must ensure that our commercial decisions are made independently and never through collusion, market sharing, bid rigging or other anti-competitive arrangements.

This updated policy builds on the 2024 NexSys IT Fair Competition Policy. The 2024 policy already recognised the importance of the Competition and Consumer Act 2010 (Cth), prohibited price fixing, market division and bid rigging, and applied to employees, contractors and third parties acting for NexSys IT. This 2026 version expands those controls to address current penalty settings, overseas dealings, information exchange risks, tendering, supplier and reseller arrangements, unfair contract term risks and the incoming Australian merger control regime.

2. Purpose and objectives

The purpose of this policy is to help NexSys IT and people working with NexSys IT comply with competition, consumer and fair trading laws and preserve trust with clients, vendors, suppliers and the wider AEC and manufacturing technology market.

Compete on quality, service, value, innovation, capability and performance.

- Prevent cartel conduct, anti-competitive agreements and attempts to coordinate with competitors
- Protect the integrity of bids, tenders, supplier negotiations, partner programs and reseller arrangements.
- Manage competition law risks when dealing with overseas clients, suppliers, vendors, contractors and agents.
- Ensure pricing, discounts, contract terms and public statements are accurate, lawful and not misleading.
- Provide clear reporting pathways and protection for people who raise concerns in good faith.
- Maintain practical governance, training, records and review processes.

3. Scope and application

This policy applies to all NexSys IT business activities, whether conducted in Victoria, elsewhere in Australia or with overseas counterparties.

All employees, directors, officers, managers and contractors of NexSys IT

- Suppliers, vendors, consultants, agents, distributors, implementation partners, subcontractors and any other third party acting for or with NexSys IT
- Formal and informal communications, including email, phone, meetings, events, conferences, trade associations, messaging apps, social media, partner portals and tender platforms.
- Sales, procurement, marketing, bids, pricing, channel management, partner management, contract negotiation, customer support, professional services and strategic growth activities.

Third parties must comply with this policy where their work relates to NexSys IT. NexSys IT may require contractual commitments, training, due diligence and audit rights for higher-risk relationships.

4. Legal framework

4.1 Australian Commonwealth law

The core competition law framework is the Competition and Consumer Act 2010 (Cth) (CCA), including Part IV restrictive trade practices and the Australian Consumer Law in Schedule 2. The CCA is current and in force, administered by Australian Government departments including Treasury and the Attorney-General's Department.

The CCA prohibits cartel conduct, anti-competitive agreements, misuse of market power, resale price maintenance, exclusive dealing and anti-competitive acquisitions. It also contains consumer law obligations relevant to fair competition, including prohibitions on misleading or deceptive conduct, false representations, unconscionable conduct and unfair contract terms.

4.2 Victoria

NexSys IT is governed by Australian Commonwealth law and relevant Victorian law, including Victorian fair trading and business conduct obligations. Where Victorian obligations overlap with Commonwealth obligations, NexSys IT will apply the higher compliance standard.

4.3 Overseas dealings

Competition law risk is not limited by borders. Conduct involving overseas clients, suppliers, resellers, vendors or competitors may still create Australian competition law exposure if it affects Australian markets, Australian customers or Australian procurement. Local overseas competition laws may also apply. NexSys IT personnel must follow this policy globally and seek advice before joining overseas arrangements that could affect pricing, territories, bids, output, customers or market access.

4.4 Current penalty environment

Competition law penalties are significant. For conduct on or after 28 March 2026, the ACCC states that many breaches of the CCA and Australian Consumer Law can attract corporate maximum penalties of the greater of \$100 million, three times the reasonably attributable benefit, or 30% of adjusted turnover during the breach turnover period. Individuals can face civil penalties of up to \$2.5 million for Part IV breaches. Criminal cartel conduct can also expose individuals to imprisonment for up to 10 years and criminal fines.

5. What fair competition means at NexSys IT

Fair competition means that NexSys IT makes its commercial decisions independently and wins business through capability, service quality, lawful pricing, vendor expertise and customer value. It does not mean avoiding competition; it means competing lawfully and transparently.

- We set prices, discounts, margins, bid strategy and commercial terms independently.
- We do not agree with competitors about prices, customers, territories, output, tenders, quotes or market allocation.
- We do not misuse confidential information belonging to competitors, clients, suppliers or vendors.
- We do not use contracts, exclusivity, bundling or reseller requirements to unfairly restrict competition.
- We are careful with industry events, vendor forums and trade associations where competitors may be present.
- We ensure procurement and tender processes remain genuine, confidential and competitive.
- We comply with competition and fair trading obligations when dealing with overseas partners and multinational vendors.

6. Prohibited conduct

6.1 Cartel conduct

A cartel exists when independent businesses agree to act together instead of competing. The ACCC identifies four core forms of cartel activity: price fixing, market sharing, bid rigging and controlling output. NexSys IT prohibits cartel conduct and attempted cartel conduct in any form.

Conduct	Meaning	NexSys IT examples to avoid
Price fixing	Competitors agree, signal or coordinate prices, discounts, rebates, margins, formulas, fees or credit terms.	Discussing future licence pricing, implementation rates, support fees, discount floors or tender margins with a competing integrator.
Market sharing	Competitors divide customers, territories, vendors, verticals, project types or contract values.	Agreeing that one integrator will focus on architecture firms while another focuses on construction firms, or allocating states, accounts or named clients.
Bid rigging	Competitors coordinate who will bid, win, lose, withdraw, subcontract or submit particular terms.	Submitting a cover bid, agreeing whose proposal should win, sharing tender pricing, or compensating a losing bidder with subcontracting work.
Output control	Competitors agree to limit capacity, services, products or availability.	Agreeing with another provider to limit implementation capacity, product availability, licences, support coverage or project slots to increase prices.

6.2 Anti-competitive agreements and understandings

Employees and third parties must not enter into any contract, arrangement or understanding that has the purpose, effect or likely effect of substantially lessening competition. This includes informal understandings, gentleman's agreements, nods, signals, text messages, side conversations, shared spreadsheets or conduct that gives competitors comfort about future behaviour.

6.3 Misuse of market power

NexSys IT must not use any substantial market power, bargaining power or channel position for the purpose, effect or likely effect of substantially lessening competition. This can include predatory pricing, strategic refusal to supply, exclusive arrangements, tying, bundling or technical restrictions designed to harm competitors rather than improve customer value.

6.4 Resale price maintenance

NexSys IT must not require or pressure resellers, distributors or channel partners to sell at or above a minimum price unless legal advice confirms the arrangement is lawful. Recommended resale prices must be genuinely recommended only, and partners must remain free to set their own resale prices unless an exemption or lawful structure applies.

6.5 Exclusive dealing, tying and bundling

Exclusive supply, exclusive distribution, preferred partner arrangements, tying, bundling and minimum purchase obligations may be lawful in some circumstances but can raise competition concerns. Any proposed arrangement that restricts a customer, reseller, vendor or supplier from dealing with others must be reviewed by senior management and, where material, legal counsel.

6.6 Misleading conduct and unfair contract terms

Fair competition also requires honest and accurate market conduct. NexSys IT must not make misleading or deceptive statements about pricing, savings, competitors, vendor status, product capability, implementation timelines, support coverage or contract rights. Standard form contracts with small businesses or consumers must not include unfair terms, and high-risk clauses should be reviewed before use.

7. Higher-risk scenarios for NexSys IT

7.1 Competitor contact

Competition risk often begins with informal contact. Competitor contact is not automatically unlawful, but it must be tightly managed.

1. Do not discuss pricing, discounts, margin, capacity, bid strategy, customer allocation, territories, vendor allocations or future commercial plans with competitors.
2. If a competitor raises a prohibited topic, clearly object, leave the discussion, make a contemporaneous note and report it to management or the Compliance Lead.
3. Use written agendas for trade association, vendor and industry meetings where competitors may attend.
4. Do not exchange competitively sensitive information, even indirectly through a vendor, consultant, analyst, subcontractor, supplier, customer or online platform.

7.2 Bids, tenders and procurement

NexSys IT must preserve the integrity of client and government procurement. Bid-rigging can occur even where the conduct is unsuccessful, informal or involves overseas entities.

- Tender pricing, assumptions, win strategy and commercial terms must remain confidential within the approved bid team.
- Joint bids, teaming agreements, subcontracting with competitors and panel arrangements require senior approval and legal review where they could affect competition.
- Do not submit cover bids, complementary bids or deliberately non-compliant bids to create the impression of competition.
- Do not ask a competitor whether they will bid, what they will charge or whether they will withdraw.
- Report suspicious supplier conduct, unusual bid patterns, identical pricing, unexplained withdrawals or requests to coordinate tender responses.

7.3 Vendor, reseller and channel programs

NexSys IT works with technology vendors and channel partners. These arrangements must be managed carefully so that partner incentives, deal registration, special bid pricing, rebates and territory arrangements do not become anti-competitive coordination.

- Keep deal registration and vendor special pricing information confidential.
- Do not use vendors to pass pricing or bid information between competitors.
- Do not agree minimum resale prices unless reviewed and approved.
- Review exclusivity, territory protection, non-solicitation and customer allocation clauses before signing.
- Ensure marketing claims about vendor status, certifications and discounts are accurate and current.

7.4 Client and supplier negotiations

NexSys IT may negotiate strongly with clients and suppliers, but negotiations must be independent, transparent and lawful. Refusal to supply, exclusivity, discounts, bundling or preferred supplier terms must have legitimate commercial reasons and must not be designed to exclude competitors unlawfully.

7.5 Trade associations, events and informal forums

AEC, construction, manufacturing and technology events can involve competitors, vendors and clients in the same room. These settings require discipline. Avoid any exchange of competitively sensitive information and avoid conversations that could be interpreted as coordination.

7.6 Acquisitions, investments and strategic growth

From January 2026, Australia is moving to a mandatory merger control regime for transactions above specified thresholds. Before NexSys IT acquires, merges with, takes a strategic stake in, or obtains control or influence over another business or asset, senior management must seek legal advice about whether ACCC notification, clearance or other competition law steps are required.

8. Working with overseas clients, suppliers and partners

NexSys IT works across Australia and the Asia-Pacific region. Overseas dealings can create additional risk because communications, meetings and agreements may occur outside Australia while affecting Australian markets or clients.

- Apply this policy to overseas conduct involving Australian clients, Australian projects, Australian tenders, Australian vendors or Australian market outcomes.
- Do not participate in overseas competitor meetings that discuss prices, tenders, territories, customers, output, market entry or supply restrictions.
- Do not assume a practice is acceptable because it is common overseas or because a foreign partner says it is standard.
- Seek legal advice where overseas laws may apply, including competition, procurement, anti-bribery, sanctions, privacy, export control or public sector rules.
- Contract with overseas partners should include competition compliance obligations, audit rights and termination rights for serious misconduct.

9. Permitted conduct and exemptions

Not all collaboration is unlawful. Some collaborations can improve service quality, innovation, delivery capacity, cybersecurity, sustainability, training or customer outcomes. However, collaboration with competitors is high risk and must be structured carefully.

The ACCC can grant exemptions for conduct that may otherwise breach competition law if it does not substantially lessen competition or delivers a net public benefit. Exemption options include authorisation, notification, class exemptions and export agreement exemptions. NexSys IT personnel must not rely on an exemption unless it has been reviewed and approved by senior management and legal counsel.

- Permitted: independently setting prices, discounts and commercial strategy based on NexSys IT costs, value proposition and market intelligence lawfully obtained.
- Permitted: benchmarking using public information, independent market research or historical internal data.
- Potentially permitted with review: joint bids, subcontracting, consortium arrangements, sustainability initiatives, industry standards work or shared training programs.
- Not permitted without legal clearance: competitor arrangements involving price, markets, customers, territories, output, tenders or competitively sensitive information.

10. Practical rules for employees and third parties

10.1 Do

- Make pricing and bidding decisions independently.
- Use approved tender and contract processes.
- Document legitimate commercial reasons for exclusivity, refusal to supply, discounts and bundling.
- Escalate competitor contact or suspicious conduct immediately.
- Protect confidential information.
- Seek advice before joint bids, reseller restrictions, exclusive deals or acquisitions.

10.2 Do not

- Discuss prices, margins, discounts, customers, territories, bids or capacity with competitors.
- Use vendors, consultants or clients as conduits for competitor information.
- Submit cover bids or coordinate tender outcomes.
- Pressure resellers or partners to maintain minimum resale prices.
- Misuse a competitor's confidential information.
- Ignore overseas conduct that may affect Australian markets.

11. Reporting, investigation and whistleblower protection

Any person who becomes aware of suspected anti-competitive conduct must report it promptly. Reports can be made to a manager, senior management, the Compliance Lead, HR, or any confidential reporting channel maintained by NexSys IT. Where the concern involves management, report to another senior leader or the confidential reporting channel.

- Reports may be made confidentially and, where available, anonymously.
- NexSys IT will assess reports promptly, fairly and impartially.
- Documents, emails, messages, notes and tender records relevant to a concern must be preserved.
- No person may retaliate against someone who raises a concern in good faith.
- Whistleblower protections may apply under the Corporations Act 2001 and other laws. NexSys IT will protect eligible whistleblowers in accordance with applicable law.

If a person believes they may have been involved in cartel conduct, they must seek urgent internal escalation and legal advice. The ACCC operates immunity and cooperation processes for cartel conduct; timing can be critical.

12. Consequences of breach

Breaches of this policy may result in disciplinary action up to and including termination of employment or engagement. Third-party breaches may result in contract termination, removal from approved supplier or partner lists, indemnity claims, reporting to regulators or law enforcement, and other legal remedies.

Legal consequences can include civil penalties, criminal prosecution, director disqualification, injunctions, damages claims, reputational harm and imprisonment for serious cartel conduct. NexSys IT will not indemnify individuals where doing so is prohibited by law.

13. Governance, training and record keeping

- Senior management is responsible for maintaining this policy and promoting a culture of lawful competition.
- Managers must ensure team members understand competition law risks relevant to their role.
- Sales, procurement, bid, channel and leadership personnel should receive periodic competition compliance training.
- High-risk arrangements must be documented, approved and retained in accordance with NexSys IT record keeping requirements.
- This policy will be reviewed at least annually and when material legal or business changes occur.

Pre-approval triggers

Senior management and, where appropriate, legal review is required before NexSys IT proceeds with:

- Joint bids or teaming arrangements with competitors.
- Exclusivity, territory restrictions, customer allocation or non-compete restrictions.
- Resale pricing restrictions, minimum advertised pricing rules or channel price controls.
- Strategic acquisitions, mergers, asset purchases or investments in competitors or adjacent providers.
- Any arrangement involving competitor information exchange.
- Any conduct that may require an ACCC authorisation, notification or class exemption.

14. Definitions

Term	Meaning
Competitor	Any business that supplies, could supply, bids for, resells, integrates or supports products or services that compete with NexSys I.T. offerings.
Competitively sensitive information	Non-public information that could affect competition, including prices, discounts, margins, costs, bids, tenders, capacity, customers, sales strategy, product roadmaps, territories and future commercial plans.
Cartel conduct	Agreement between competitors involving price fixing, market sharing, bid rigging or output restrictions.
Bid rigging	Coordination between bidders about who will win, lose, bid, withdraw, subcontract or submit particular prices or terms.
Resale price maintenance	A supplier or upstream party requiring, pressuring or inducing another business not to sell below a specified price.
Misuse of market power	Conduct by a business with substantial market power that has the purpose, effect or likely effect of substantially lessening competition.
Exclusive dealing	Supplying, refusing to supply or setting terms on condition that another party accepts restrictions in relation to competitors, territories, customers or products.

15. Reference materials

This policy was prepared with reference to the 2024 NexSys IT Fair Competition Policy and current public guidance and legislation, including:

- Competition and Consumer Act 2010 (Cth), Federal Register of Legislation, latest compilation current to 28 March 2026.
- ACCC guidance: Cartels; fines and penalties; exemptions from competition law.
- ACCC cartel immunity and cooperation policy materials, updated December 2024.
- Public reporting and government announcements regarding Australian merger control reforms commencing in 2026.
- Corporations Act 2001 whistleblower protections and related governance obligations.

Policy owner	CEO / Senior Management
Applies to	Employees, directors, officers, contractors, consultants, suppliers, agents, resellers, implementation partners and anyone performing services for or on behalf of NexSys IT
Jurisdiction	Australia, with specific application to the State of Victoria; global application to NexSys IT business dealings
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NEXSYS

1300 733 010
INFO@NEXSYSIT.COM.AU
NEXSYSIT.COM.AU

LEVEL 27
101 COLLINS STREET
MELBOURNE

LEVEL 29
2 CHIFLEY SQUARE
SYDNEY

LEVEL 19
10 EAGLE STREET
BRISBANE

LEVEL 28
140 ST GEORGES TERRACE
PERTH

LEVEL 24
91 KING WILLIAM STREET
ADELAIDE

LEVEL 31
48 SHORTLAND STREET
AUCKLAND