

Supplier Code of Conduct

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Netwealth Group Limited

Approved and adopted by:

- Netwealth Group Limited (NWL) (ABN 84 620 145 404) in April 2026

Ongoing approval delegated to the People & Corporate Sustainability Committee (PCSC).

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1 Document overview

1.1 Purpose

Netwealth is committed to responsible, transparent and resilient supply chains and requires suppliers to meet minimum standards that enable compliance with the Modern Slavery Act 2018 (Cth), Privacy Act 1988 (Cth), APRA CPS 230 Operational Risk Management and APRA CPS 234 Information Security. This commitment is driven by the same shared values that guide Netwealth’s business: curious, optimistic, courageous, collaborative, agile and genuine. We believe in the importance of working collaboratively with our stakeholders and have created this Supplier Code of Conduct (the Code) to share the minimum ethical standards and behaviours expected of our suppliers. Suppliers must support Netwealth’s risk-based supplier lifecycle, including selection, onboarding, monitoring and offboarding.

1.2 Scope

This Code applies to all suppliers and their relevant Fourth Parties (subcontractors and material downstream providers) involved in delivering products or services to Netwealth. Suppliers must communicate these requirements to their supply chains and ensure compliance. Suppliers are requested to read, understand and use best endeavours to enable their business and their Supply Chains to meet the requirements outlined in this Code. Suppliers are required to communicate this Code to related entities, employees, suppliers and subcontractors who support them in supplying to Netwealth, so that these parties are aware of, understand and comply with this Code.

1.3 Definitions

Term	Definition
Data Breach	Any unauthorised access, disclosure, or loss of Personally Identifiable Information (PII), where it is likely to result in serious harm to any of the individuals to whom the information relates.
Employee	A person who is employed by Netwealth.
Fourth Party / Parties	Any party that a supplier relies upon to deliver the contracted products or services to Netwealth (including offshore affiliates and subcontractors).
Modern Slavery	Modern slavery is the serious exploitation of a person’s human rights and freedoms. It is defined by a range of practices that include human trafficking, slavery, servitude, forced marriage, forced labour, debt bondage, deceptive recruiting for labour or services and the worst forms of child labour.
Netwealth	Includes NWL and/or one or more its subsidiary companies.
Personally Identifiable Information (PII)	Any information, or an opinion related to, an identifiable or reasonably identifiable person. <ul style="list-style-type: none"> For the avoidance of doubt, PII includes Sensitive Information, tax file numbers and government Identifiers (such as driver’s licence number, Medicare number, etc).
Product(s)	Physical, material, and tangible property.
Resilient	Operating in a manner that supports continuity of critical services and effective management of operational risks and disruptions across the supplier’s operations and supply chain.

Responsible	Acting lawfully and with due care, including appropriately managing risks, complying with this Code and applicable laws, and taking accountability for actions and outcomes within the supplier's control.
Service(s)	Activities which are offered by a Supplier without transferring the ownership of a product.
Sensitive information	<p>PII that includes information or an opinion about an individual's:</p> <ul style="list-style-type: none"> • Racial or ethnic origin; • Political opinions or associations; • Religious or philosophical beliefs; • Trade union membership or associations; • Sexual orientation or practices; • Criminal record; • Health or genetic information; and • Some aspects of biometric information. <p>Generally, sensitive information has a higher level of privacy protection than other personal information.</p>
Supplier	An external service provider who is contracted to supply products and/or services. Inclusive of Fourth Parties where applicable
Supply Chain	The network which allows for the flow of Products and Services to be produced and distributed between businesses.
Transparent	Acting openly and honestly by providing accurate and timely information, and appropriately disclosing material risks, issues and incidents.
Universal Declaration of Human Rights	<p>The Universal Declaration of Human Rights is an international document adopted by the United Nations General Assembly that enshrines the rights and freedoms of all human beings.</p> <p>https://www.un.org/en/about-us/universal-declaration-of-human-rights</p>
International Labour Organisation (ILO) Conventions	<p>The ILO is a United Nations agency whose mandate is to advance social and economic justice by setting international labour standards.</p> <p>https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm</p>
Material Service Provider (MSP)	A supplier on which Netwealth Superannuation Services Pty Ltd (NSS) as trustee of the Netwealth Superannuation Master Fund relies to undertake a Critical Operation or that exposes NSS to material operational risk, as defined in APRA CPS 230.
The United Nations (UN) Guiding Principles on Business and Human Rights	<p>The UN Guiding Principles on Business and Human Rights are a set of guidelines for States and companies to prevent, address and remedy human rights abuses committed in business operations.</p> <p>https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf</p>
Worker	Includes employees, agents or contractors who work for, or with, a Supplier.

2 Supplier requirements

For any queries relating to the below requirements, suppliers are requested to contact either your Netwealth contact or Netwealth's Procurement team procurement@netwealth.com.au

2.1 Human Rights & Modern Slavery

Netwealth supports fundamental human rights as set out in the Universal Declaration of Human Rights and core International Labour Organisation conventions. We recognise the responsibility of business to respect human rights in line with the UN Guiding Principles on Business and Human Rights.

Netwealth does not tolerate any form of exploitation through Modern Slavery. Suppliers must uphold human rights and implement effective Modern Slavery risk management across their operations and supply chains.

Where required by law, suppliers must publish a Modern Slavery Statement or Policy and, on request, provide Netwealth with relevant information and supporting documentation reasonably required to support Netwealth's supplier due diligence and risk assessment processes in relation to modern slavery and human rights, including:

- (i) Evidence of any policies or procedures relating to human rights, modern slavery and / or ethical procurement, including a Modern Slavery Statement or Policy where available;
- (ii) Information about the supplier's modern slavery risk profile in connection with the products or services supplied to Netwealth, including the supplier's supply chain maps for material categories, whether the supplier provides high-risk goods or services, operates a high-risk business model, and / or engages with vulnerable populations. Netwealth may use the Global Slavery Index (2023) as a reference point for geographic screening including where supplier-specific risk assessments are not available; and
- (iii) A description of the supplier's measures to monitor and address modern slavery and human rights risks, including grievance and remediation processes where applicable.

Suspected incidents of modern slavery or breaches to human rights must be notified to Netwealth immediately and investigated with documented outcomes.

Netwealth's Suppliers are required to:

- Uphold fair, safe and decent working conditions for employees, including compliance with local occupational health and safety laws and regulations;
- Not engage in any Modern Slavery practices, including the use of forced or child labour, human trafficking or debt bondage, forced marriage or deceptively recruiting workers for labour or Services;
- Ensure all workers are engaged voluntarily and that they are free to terminate their employment in accordance with local laws and regulations;
- Respect freedom of association and the right to collective bargaining by not preventing workers from joining or forming trade unions or engaging in collective bargaining, as well as acting in accordance with local laws and regulations;
- Uphold fair employment standards by complying with all local laws and regulations relating to fair working hours and wages, superannuation, benefits, leave entitlements, public holidays and workers' compensation insurance;
- Comply with international human rights and not engage in any conduct which is inconsistent with established international human rights such as the United Nations' Guiding Principles on Business and Human Rights;
- Uphold equal treatment by ensuring they have an equal opportunity workplace that is non-discriminatory, inclusive and free from harassment and bullying. Suppliers should not discriminate on the basis of gender, race, religion, age, disability, sexual orientation, national origin or any other protected characteristics under local laws and regulations. Suppliers must promote inclusion and diversity within their own internal and external operations; and
- Put measures in place to prevent inhumane treatment including, but not limited to, corporal punishment, physical, mental or sexual abuse or any form of exploitation. Suppliers must ensure all workers are treated with respect and dignity.

2.2 Environment & community

Netwealth is committed to promoting responsible business practices and respecting communities across our operations and supply chain, and we require our suppliers to:

- Work to avoid environmental harm by identifying and mitigating potential environmental hazards arising out of their business activities;
- Comply with applicable environmental laws and regulations and, where material to the services, set and disclose targets or policies for emissions, waste and resource use. On request, suppliers will

provide relevant information (including environmental or climate data where available) and evidence of climate or environmental risk management relevant to the services;

- Respect cultural heritage of Indigenous communities including complying with applicable cultural heritage laws or regulations in the jurisdictions where the services are performed and delivered; and
- Notify Netwealth promptly, and in any event within 10 business days, of becoming aware of any significant environmental or cultural heritage incident, enforcement action, or material breach of environmental or cultural heritage law or regulation that relates to the products or services supplied to Netwealth. Where the incident, action, or breach of law or regulation is publicly reported (or the supplier is contacted by a regulator or the media), notify Netwealth within 48 hours of becoming aware.

2.3 Governance and ethical practices

Suppliers must, where appropriate, maintain effective governance, including anti-bribery and corruption controls, whistleblowing mechanisms and conflict-of-interest management. Suppliers must notify Netwealth within 10 business days of any change in control, directors or key personnel related to the services, any regulatory investigation, criminal allegation, sanctions listing or significant adverse media that may impact the relationship.

Netwealth requires suppliers to conduct their business in a lawful, ethical, and fair manner and to:

- Comply with relevant laws and regulations;
- Put in place controls which mitigate fraud, bribery, and corruption;
- Avoid illegal or unethical activity; and
- Conduct themselves in an appropriate manner that is fair, professional and will not bring Netwealth into disrepute.

2.4 Information Security, Data Protection & Privacy

Netwealth is committed to protecting the data and Personal Information of our clients and Employees. Suppliers with access to Netwealth systems, PII or Commercially Sensitive Data must:

- (i) Take reasonable steps to protect the Personal Information of our clients, advisers, stakeholders, and Employees;
- (ii) Comply with relevant privacy, consumer protection and data handling laws;
- (iii) Maintain SOC 2 Type II or ISO/IEC 27001 certification (or equivalent) and provide reports annually;
- (iv) Operate a vulnerability management program and annual penetration testing, providing executive summaries and remediation plans;
- (v) Complete Netwealth information-security questionnaires during onboarding and annually;
- (vi) Restrict data storage/processing locations to those approved by Netwealth and not transfer data offshore without prior written consent;
- (vii) Implement secure data destruction in line with Netwealth's Records Management Policy; and
- (viii) If a supplier suspects or has proof of a Data Breach that involves Netwealth's data, it should notify Netwealth immediately by emailing compliance@netwealth.com.au and their Netwealth contract that should be in place between Netwealth and the Third-Party. Similarly, if Netwealth suspects or has proof of a Data Breach that involves data provided to or from a supplier, Netwealth will immediately notify the supplier. Both parties (Netwealth and supplier) must co-operate and continue to provide one another with ongoing updates.

2.5 Business Continuity & Resilience

Suppliers must maintain proportionate Business Continuity and Disaster Recovery plans that are reviewed and tested at least annually. For material or critical services, suppliers must provide test results and recovery metrics (RTO/RPO) on request. Suppliers must immediately notify Netwealth of any event that may materially impact service delivery, including cyber incidents, force majeure or key-person loss, and cooperate in executing contingency or exit plans.

2.6 Participation in Supplier Due Diligence & Ongoing Monitoring

Suppliers must fully participate in Netwealth's due diligence process prior to engagement and at required intervals thereafter, providing timely and accurate responses to requests. Suppliers agree to, where applicable, periodic reviews, governance meetings, provision of requested artefacts (e.g., SOC reports, penetration-test summaries, insurances, SLA performance, incident logs, etc) and remediation of identified issues within agreed timeframes.

2.7 Additional Obligations for Material Service Providers (MSPs)

Suppliers designated as Material Service Providers (MSPs) in line with APRA CPS230 Operational Risk Management must support Netwealth in meeting these regulatory requirements, including:

- (i) Allowing APRA and Netwealth audit access to relevant records and premises;
- (ii) Disclosing all Material Fourth Parties relied upon and ensuring they meet equivalent obligations;
- (iii) Maintaining adequate professional indemnity, cyber and crime insurance and providing certificates annually;
- (iv) Supporting orderly exit and transition assistance; and
- (v) Providing performance, control effectiveness and compliance reporting at a frequency agreed with Netwealth.

2.8 Reporting, Notification & Cooperation

Suppliers must promptly notify Netwealth of:

- (i) Any actual or suspected Data Breach that involves Netwealth's data, it should notify Netwealth immediately by emailing compliance@netwealth.com.au and the Netwealth Representative on the Data Protection Agreement that should be in place between Netwealth and the Third-Party.
- (ii) Information-security or privacy incidents (immediately);
- (iii) Material operational disruptions (immediately);
- (iv) Breaches of law related to the product or services supplied to Netwealth;
- (v) Intended offshoring or subcontracting changes; and
- (vi) Changes that may affect compliance with this Code or contractual obligations.

Suppliers will cooperate with Netwealth investigations and regulators where applicable.

2.9 Insurance Requirements

Proportionate to the product or services provided to Netwealth, suppliers must maintain and provide certificates of currency for professional indemnity, public liability, cyber and crime insurance. Minimum levels will be specified in the contract or agreed in writing with Netwealth. Evidence of appropriate insurance coverage may be required to be provided to Netwealth.

2.10 Consequences of Non-Compliance

Failure to meet this Code may result in corrective-action plans, suspension of work, reporting to regulators (where required), and/or termination in accordance with contractual rights. For MSPs, Netwealth may enact step-in, transition or exit measures to protect our employees, clients and members in meeting legal and/or prudential obligations.

2.11 Conflicts of interest

Suppliers must proactively identify, prevent and manage actual, potential or perceived conflicts of interest and disclose them to Netwealth prior to engagement and as they arise. Individuals with conflicts must be excluded from decision-making relating to Netwealth. If a conflict occurs, we require the supplier to contact Netwealth to work through the matter together. For such notifications, please email procurement@netwealth.com.au.

2.12 Complaints

If you wish to make a complaint about Netwealth (including its products and services), these can be raised by email, telephone or in writing to:

The Complaints Manager
Netwealth Investments Limited
PO Box 336
South Melbourne VIC 3205
Freecall: 1800 888 223 (within Australia)
Email: complaints@netwealth.com.au

Suppliers must proactively identify, prevent and manage actual, potential or perceived conflicts of interest and disclose them to Netwealth prior to engagement and as they arise. Individuals with conflicts must be excluded from decision-making relating to Netwealth. If a conflict occurs, we require the supplier to contact Netwealth to work through the matter together. For such notifications, please email procurement@netwealth.com.au.

2.13 Whistleblowing

Netwealth is committed to creating open and transparent channels of communication with our stakeholders, including our suppliers. Suppliers and their employees (inclusive of a relative, spouse, or dependant), agents, fourth parties and any other eligible whistleblower can raise concerns by lodging a whistleblower disclosure in accordance with the Netwealth Group Whistleblower Policy. Netwealth will protect eligible whistleblowers consistent with the Corporations Act 2001 (Cth).

Alternatively, if you have identified or are concerned about any suspected or actual misconduct or improper state of affairs in relation to Netwealth, then you can submit a Whistleblower Disclosure report on our webpage, including anonymously, at <https://www.netwealth.com.au/web/about-netwealth/whistleblower/>. For more information, please refer to the Netwealth Group Whistleblower Policy available from this webpage.

2.14 Supplier Invoicing

Suppliers are requested to:

- In line with the contract or agreement between Netwealth and the supplier, provide a copy of the invoice to both their Netwealth contact and Netwealth's Finance team (accountsteam@netwealth.com.au)
- Notify Netwealth's Finance team (accountsteam@netwealth.com.au) of any changes to banking details.

2.15 Supplier Code of Conduct confirmation

Suppliers are requested to provide a signed confirmation of compliance with Netwealth's Supplier Code of Conduct

I/we confirm receipt of, and compliance to, Netwealth's Supplier Code of Conduct.

- **Name:**
- **Title:**
- **Entity:**
- **Date:**

Please submit a signed copy of the Code to procurement@netwealth.com.au