

# Supplier Code of Practice

2024

## Introduction

Suppliers play an important role in helping the AMP group achieve its business objectives and meet community expectations. Suppliers and their employees or contractors need to adhere to values that are consistent with AMP's own policies and standards. The purpose of this 'Supplier Code of Practice' (Code) is to communicate AMP's policies and standards as they relate to our dealings with suppliers.

## Application and scope

This Code applies to AMP entities that provide services to other AMP entities as well as to external suppliers that provide services to AMP. The principles in the Code are in addition to any specific contractual obligations for each arrangement. For clarity, the contract terms have priority over the Code if there is any inconsistency.

AMP normally updates this Code annually to incorporate any new regulatory changes, as well as for ongoing continuous improvement.

## Governance

### General expectations of suppliers

AMP expects suppliers, in delivering the goods and services required by AMP, to comply with the principles and values set out in this Code. These include expectations that suppliers will:

- Meet their contractual obligations to AMP and their own suppliers;
- Comply with all applicable laws and regulations in relevant jurisdictions and respond promptly and appropriately to any actual or potential breaches;
- Manage their risk, governance and compliance appropriately, with senior management responsibility and accountability for legal compliance;
- Encourage the principles outlined in this Code in their own workplace and ensure supporting practices become standard business practice;
- Share these principles with all their employees and contractors who are involved in providing services to AMP (including training and guidance where required) and ensure ongoing adherence;
- Influence their own supply chain and related third parties to adopt and to demonstrate commitment to these or similar principles; and

- Verify compliance on request, through self-assessment, by providing supporting information / evidence and facilitating site visits or audits.

If a supplier is unable to comply with the Code (e.g. due to a conflict with any current or future regulations), the supplier must contact AMP immediately and work with us as required to address the issue.

### Ethical business practices

AMP expects suppliers to:

- Act professionally with honesty and integrity;
- Respect and value differences and create a safe working environment;
- Raise concerns as and when they arise with their AMP relationship manager in the first instance, or other appropriate person within AMP;
- Identify and manage conflicts of interest responsibly, in line with the requirements under AMP's Conflicts Management Policy, and to avoid those that cannot be adequately managed through internal controls and/or appropriate disclosure;
- Respect and maintain privacy and confidentiality;
- Comply with legal and regulatory obligations, and this Code; and
- Act in full compliance with anti-bribery and corruption laws, and not offer, provide, authorise, request or receive a bribe or anything which may be viewed as a bribe, regardless of the type or value of the bribe.

### Information security and privacy

AMP is required by regulations to ensure that its 'information assets' (systems, data (including confidential and personal information) and other technology facilities) are protected by appropriate information security and privacy controls. As this applies to information assets held or used by third parties, AMP requires suppliers to commit to the following (and these will be minimum contract obligations):

- Implement and maintain adequate information security controls to protect AMP data from loss, alteration, disclosure, misuse or unauthorised access;
- Appropriately vet and train staff involved in providing services to AMP on Information Security best practices, including maintaining confidentiality, integrity and availability of AMP Information and Systems;
- Ensure any subcontractors of the supplier with whom AMP data is shared are bound by enforceable agreements imposing substantially the same obligations as in the contract;
- Process AMP data only as required by the contract and AMP’s instructions (subject to the supplier’s regulatory obligations) and in accordance with Australian privacy law - this includes collection, use, disclosure, storage and deletion/archiving of AMP data;
- Arrange an annual independent assessment of the design and operation of the information security controls, and provide a report on this and the remediation of any adverse findings to AMP;
- Where the supplier provides outsourced technology solutions (e.g., IaaS, PaaS, SaaS, etc) to AMP, arrange for annual penetration testing of these solutions by a suitably qualified independent expert, and provide AMP with a report on the results and any remediation of deficiencies;
- Complete AMP’s annual information security assessment questionnaire on request; and
- Notify AMP immediately of any actual or potential material information security breach relating to AMP data and cooperate with AMP in promptly investigating and remedying this.

### Record Retention

AMP is required by law and industry codes to retain certain records for a particular length of time, including records managed by suppliers on behalf of AMP. Consequently, suppliers must:

- Maintain records during their active use; and
- Ensure records are promptly and securely destroyed as instructed by AMP or as required by law, particularly upon termination of services. This is subject to any legal retention requirements or as otherwise agreed with AMP.

### Business continuity management

AMP requires suppliers to have appropriate and effective Business Continuity Management plans and processes in place, so that in the event of a disaster, disruption or pandemic, all critical business and IT services provided to AMP can be maintained or recovered in a timely fashion.

On an annual basis, AMP requires relevant suppliers to provide details about its disaster recovery and business continuity arrangements by completing a questionnaire.

### Supply association

AMP asks suppliers to:

- Not publicly disclose their supply association with AMP in any form without prior express written permission from an authorised AMP representative; and
- Not use any AMP image or brand elements without prior express written permission from an authorised AMP representative (and only in accordance with any conditions specified by AMP).

### Reporting on breaches of this Code and other concerns

AMP expects suppliers to:

- Report any actual or potential non-compliance with this Code, regulatory requirements or AMP policies to their AMP relationship manager;
- Have arrangements in place for their employees and contractors to report any conduct that is or may be illegal, unacceptable or undesirable; and
- Promptly inform AMP and investigate any concerns in relation to an AMP employee or that are impacting (or may impact) the provision of any services to AMP.

### AMP Whistleblowing Policy

AMP has established a Whistleblowing Policy to encourage and support the reporting of serious concerns by AMP staff and external partners via safe and confidential channels. Suppliers can report serious AMP-related concerns by emailing [whistleblowing@amp.com.au](mailto:whistleblowing@amp.com.au). Alternatively, reports may be made via the independent, external, secure, confidential and optionally anonymous reporting service, Your Call:

- By telephone at 1300 790 228 (Australia), 0800 123 508 (New Zealand) or +61 3 9895 0012 (Intl);
- By email at [amp@yourcall.com.au](mailto:amp@yourcall.com.au);
- By post to Locked Mail Bag 7777, Malvern VIC 3144 Australia;
- Online at [yourcall.com.au/report](http://yourcall.com.au/report) using AMP1849 as the Organisation ID; or
- If you are deaf, or have a hearing or speech impairment, you can contact Your Call online or access Your Call’s telephone service through the National Relay Service (Australia) or New Zealand Relay. Simply choose your contact method at [relayservice.gov.au](http://relayservice.gov.au) or [nzrelay.co.nz](http://nzrelay.co.nz) and request Your Call’s hotline.

### Social responsibility

AMP is committed to human rights and good labour practices in our own operations and in our supply chains.

### Human Rights

AMP recognises that organisations and suppliers have a responsibility to respect human rights, promoting their consideration and advancement throughout core business activities. AMP adopts the United Nations Guiding Principles on Business and Human Rights in our approach and respects the human rights set out in the International Bill of Human Rights and the International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work.

## Workplace Health & Safety (WH&S)

AMP is required by law to ensure the health and safety of its workers and any workers carrying out services on their behalf. When doing business with AMP, suppliers are expected to meet their obligations under WHS laws and to contribute to creating a safe and healthy workplace.

AMP expects suppliers will:

- Comply with obligations under the relevant jurisdictional WHS legislation;
- Demonstrate, where requested, an effective WHS management system;
- Consult with AMP in relation to WHS duties and obligations to determine how shared responsibilities will be managed;
- Provide instruction, training and guidance to ensure workers and contractors carry out their work safely;
- Report all health and safety incidents and risks and provide information on how those risks have been eliminated or mitigated in work supplied; and
- Comply with the contract-specific WHS requirements.

In supplying goods, AMP expects suppliers will provide products that are designed and manufactured without risk to health and safety and sufficient information on their safe use, storage and disposal.

Suppliers' employees or contractors who attend AMP premises must comply with AMP WHS policies and procedures.

## Wages, benefits and working hours

AMP requires that suppliers will:

- Ensure all their workers are paid and afforded all benefits, including working hours and time off work, in accordance with applicable legal and regulatory obligations; and
- Ensure the prompt and proper payment of any benefits owed to them.

## Forced or involuntary labour

AMP expects that suppliers will:

- Ensure their workers are not subject to any form of forced, compulsory, bonded, indentured or prison labour or other Modern Slavery like offences;
- Ensure their workers shall have the freedom to terminate their employment at any time without penalty, by giving reasonable notice;
- Respect the rights of workers to establish, join or not join unions or other mechanisms to bargain collectively; and
- Abide by international standards and regulations relating to employment of children and not engage in child labour.

## Inclusion and diversity

AMP expects suppliers to value inclusion and diversity and ensure that the work environment is free from unlawful

discrimination, harassment, victimisation, bullying and unreasonable behaviour on any grounds, including but not limited to:

- Age or generation;
- Marital or relationship status, including same sex spouses/partners;
- Race, national or ethnic origin;
- Indigeneity including Aboriginal, Torres Strait Islander and Maori;
- Religious beliefs and/or practices;
- Political or ethical beliefs/activities;
- Family or carer responsibilities (including parenting status and the identity of a spouse or family member);
- Physical features;
- Intersex status;
- Gender, gender identity and gender expression including transgender;
- Gender transitioning status
- Sexual expression and orientation;
- Pregnancy, potential pregnancy, childbirth or breastfeeding;
- Trade union or employer association activity;
- Medical record or differing abilities including physical, intellectual, psychological or psychiatric and neurodiversity;
- Work and learning styles and work practices including flexible working;
- Requests about employee entitlements;
- Immigration status;
- Employment status;
- Education or industry experience;
- Location; and
- Any other protected attributes under applicable anti-discrimination laws.

AMP encourages suppliers to deliver goods and services that are accessible and support a diverse range of customer needs. We seek to engage diverse suppliers to ensure that our supply chain is representative of the communities in which we operate.

## Environment

AMP expects that suppliers will:

- Comply with relevant laws and regulations as to the use, management and disposal of all resources across the supply chain;
- Where required, find ways to manage their impact on the environment in the goods and services they provide to us; and

- Where required, encourage companies in their value chain to continually improve their environmental performance, reporting and disclosure.

## Responsible Artificial Intelligence

AMP is committed to ensuring the safety, security, and reliability of Artificial Intelligence (including Generative AI) (together “AI”), used in AMP’s operations and services. Accordingly, AMP expects that where its suppliers use AI in connection with providing services to AMP, its suppliers will, at a minimum, have frameworks and governance for AI which meet or exceed each and all of the Australian [Federal Government AI Ethics Principles](#). If AMP’s suppliers are subject to any AI-related regulatory or legal obligations in jurisdictions outside Australia, then AMP expects that its suppliers also meet or exceed these obligations.

## Invoicing and payment terms

### Issuing an invoice

AMP expects suppliers to include all of the following information on the invoice to ensure timely payment:

- The words ‘Tax Invoice’ prominently displayed;
- Your full legal Entity Name, Address, ABN, complete banking details and contact details of your finance team for us to communicate in case of any queries;
- The correct AMP Entity detailed on the invoice ie. billing entity name, ABN or address;
- Invoice number / applicable reference number, invoice date (which cannot be earlier than the date the invoice is sent to AMP), total amount to be paid, GST amount, and detailed description of the goods or services that were delivered or rendered;
- Unless you have received instructions from an AMP Authorised Representative, all invoices are to be emailed or posted to the address of the AMP contact who requested the goods or services; and
- If a soft copy of the invoice is submitted it is to be in a format that cannot be readily amended, e.g. pdf.

Note: The AMP contact who requested the goods or services will be asked to confirm receipt and verify the accuracy of the invoice before the payment can be released.

### AMP Payment Terms

AMP’s standard payment terms are 30 days from the receipt of a valid legal, duly submitted invoice for all organisations, unless alternate payment terms have been agreed in writing with AMP.

## Further information

In addition to the principles set out in the Code, other AMP policies listed below may be applicable to suppliers. These policies are available to suppliers, subject to confidentiality provisions.

AMP policies and further information	
Document owner	Strategic Sourcing
Effective date	August 2024
Referenced documents	<b>Publicly available policies</b>
	• Anti-Bribery and Corruption Policy
	• Code of Conduct
	• Inclusion and Diversity Policy
	• Privacy Policy
	• Whistleblowing Policy
	• 2021 Modern Slavery Statement
	• Human Rights Position Statement
	• Workplace Health, Safety and Wellbeing Global Policy
	<b>Policies available on request</b>
	• Business Continuity Management Policy
	• Conflicts Management Policy
	• Gifts and Benefits Policy
	• Internal Privacy Policy
	• Information Security Policy
• Outsourcing Policy	
• Service Continuity Policy	
• Record Retention Policy	
• Workplace Respect Policy	

If you have any questions relating to AMP policies or this Code, please contact your AMP relationship manager or email [strategic\\_sourcing@amp.com.au](mailto:strategic_sourcing@amp.com.au)