



NetComm

Supplier Code of Conduct

1. About this Code

Corporate integrity, responsible sourcing, environmental sustainability and the safety and well-being of works across the global supply chain are of paramount importance to NetComm Wireless Pty Ltd (collectively, the “Company”, “NetComm”, “us” or “we”). These principles are reflected in this Supplier Code of Conduct (“Code”), which establishes the minimum standards that must be met by any business or entity that supplier that supplies products and services to us.

In this Code:

“Associates” means the Supplier’s suppliers, vendors, agents and subcontractors who are involved in NetComm’s supply chain.

“ILO” Means the International Labour Organization, an agency of the United Nations devoted to promoting internationally recognised human and labour rights.

“Supplier” means a third party that provides goods or services to NetComm for compensation including, but not limited to, our direct and indirect suppliers, labour providers, logistics providers, distributors, and licensors, including their parent, subsidiary and affiliate entities.

2. Who must comply with this code?

We expect our Suppliers to communicate the standards set out in this Code throughout their business operations and implement appropriate management systems, policies, procedures and training to effectuate these standards.

We also require our Suppliers to abide by all applicable national, provincial, state and local laws and regulations in the markets in which they operate; however, where local laws or regulations differ from the standards set out in this Code, we expect our Suppliers to comply with the more stringent standards.

We also expect our Suppliers to include in their agreements with Associates provisions that require Associates to comply with the applicable provisions of this Code.

In the spirit of continuous improvement, we are committed to working with and supporting our Suppliers to meet, and where possible, exceed, the standards set out in this Code.

3. Slavery, Human Trafficking and Forced Labour

We do not tolerate any form of abusive, forced or compulsory labour in our supply chain, including, without limitation, slavery, human trafficking, bonded or indentured labour or prison labour. We require that all labour in our supply chain be voluntary and that workers be allowed freedom of movement without delay, hinderance, or the threat or imposition of any discipline, penalty, or fine or other monetary obligation. Freedom of movement includes each worker’s right to leave work facilities without retaliation:

- (a) At the end of each workday;
- (b) To attend to reasonable health and safety needs; and

- (c) As circumstances may reasonably dictate, such as to attend to personal or family emergencies. Without limiting the preceding, our Suppliers must:

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- (d) Provide workers, in advance of employment, accurate and understandable information about the basic terms of their employment, including their rights and responsibilities, as well as their wages, hours and holidays.
- (e) Not require any worker to surrender control over original identification papers or documents that give a foreign worker the right to work in the country, give a foreign worker the right to enter or leave the country, or evidence the worker's' age.
- (f) Not require any worker (or their spouse or family member) to, directly or indirectly, pay recruitment or other fees (monetary or in kind), make financial guarantees, or incur debt or other financial obligations as a condition to the right to work or otherwise.
- (g) Allow workers to terminate their employment or work arrangement without restriction or the threat or imposition of any discipline, penalty, retaliation, or fine or other penalty.

4. Child Labour

We do not tolerate in our supply chain, and are committed to the elimination of:

- (a) the "worst forms of child labour"¹, as defined by the ILO Convention 182, and
- (b) Labour from individuals who do not meet a minimum age requirement, as defined by ILO Convention 138.

Without limiting the preceding, our Suppliers must:

- (c) Adhere to a minimum age for workers that is the greater of:
 - (i) 15 years of age (or 14 years of age where local laws allows, consistent with ILO Convention Nos 138 & 182);
 - (ii) The age for completing mandatory or compulsory education; or
 - (iii) The minimum age established by law in the jurisdiction of employment.
- (d) Not require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves work "which by its nature or the circumstances in which it is carried out is likely to jeopardise the health, safety or morals of young persons..."².
- (e) Not employ workers under the age of 18 if such employment would interfere with their schooling or vocational education.
- (f) Maintain accurate age records and that any violations are proactively identified and immediately reported to the appropriate local authorities and NetComm.
- (g) Comply with all local legal requirements for the work of authorised young workers, including, without limitation, those pertaining to hours of work, wages, safety, working conditions and the handling of hazardous or unsafe materials.

5. Freedom of Association and Collective Bargaining

We respect the rights of workers to freedom of association and collective bargaining across our supply chain. Our Supplier must respect, protect and not interfere with the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or

¹ "The worst forms of child labour" is defined at ILO Convention 183, Article 3.

² See ILO Convention138, Article 3, Paragraph 1.

join trade unions and to engage in collective bargaining. Without limiting the preceding, our Supplier must not:

- (a) Take any action to prevent or suppress workers' exercise of association or collective bargaining rights.
- (b) Discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights or who raises collective bargaining compliance issues.
- (c) Discriminate or retaliate against, or discipline or punish, any worker based on union membership or the workers' decision to join or not to join a union.
- (d) Not obstruct alternative means of freedom of association in cases where freedom of association is restricted by local law.

6. Compensation and Benefits

We are committed to upholding applicable laws, collective bargaining agreements, and international standards concerning compensation and benefits for individuals employed or contracted throughout our supply chain. Our Suppliers must ensure equal remuneration for men and women workers for work of equal value, in alignment with ILO Convention 100. Remuneration rates must be determined without discrimination based on gender and should reflect an objective evaluation of the value of the work performed.

We encourage our Suppliers to work toward paying wages sufficient for workers to meet their basic needs and provide some discretionary income, but in no event less than the minimum wage and associated statutory benefits required by applicable law. Our Suppliers' obligation to compensate fairly and provide appropriate benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

Without limiting the preceding, our Suppliers must:

- (a) Provide remuneration without any gender-based discrimination for work of equal value.
- (b) Implement and maintain transparent processes for determining remuneration based on objective criteria, including skills, effort, responsibilities, and working conditions.
- (c) Ensure compliance with applicable laws, regulations, and collective agreements related to compensation, wages, and benefits.
- (d) Pay wages on time and no less frequently than monthly.
- (e) Provide all legally mandated benefits to workers, including but not limited to social security, healthcare, paid leave, and other statutory entitlements.
- (f) Maintain accurate, clear, and verifiable payroll records demonstrating compliance with these requirements.
- (g) Pay overtime hours at the legally mandated premium, or if there is no mandated premium, in line with the guidance provided by ILO Convention No. 1 (the rate of pay for overtime shall not be less than one-and-one-quarter times the regular rate).
- (h) Not use temporary labour arrangements, including the excessive use of fixed-term contracts, labour-only contracting, sub-contracting, home-working or apprenticeship schemes, to avoid obligations to workers under labour laws and regulations.

7. Work Hours

We are committed to upholding applicable laws, collective bargaining agreements, and international standards regarding work hours for individuals employed or contracted

throughout our supply chain. Working hours should reflect applicable legal norms and align with the standards outlined in ILO Convention 001. Work hours and schedules must not be excessive or negatively affect employees' health or safety. Overtime hours must be voluntary and compensated according to applicable laws or agreements. Without limiting the preceding, our Suppliers must:

- (a) Ensure that regular working hours do not exceed eight hours per day and 48 hours per week, except as allowed under applicable laws, regulations, collective agreements, or industry standards.
- (b) Clearly define and communicate overtime expectations, ensuring overtime is voluntary, limited, and does not regularly exceed 12 hours per week.
- (c) Provide workers with appropriate compensation for overtime work in line with applicable legal requirements or collective bargaining agreements.
- (d) Allow workers sufficient daily rest periods, including reasonable breaks during the working day (such as bathroom and meal breaks).
- (e) Provide at least one full day off in every seven-day period, consistent with applicable law.
- (f) Allow workers to take paid or unpaid leave as permitted by applicable law without restriction or threat of discipline, penalty, retaliation, or fine.
- (g) Use an industry-accepted time-keeping system to accurately record workers' daily and weekly work hours, including overtime.

8. Non-Discrimination

We do not tolerate any form of discrimination in our supply chain. We are committed to diversity, inclusion, and equal opportunity in the workplace. In line with ILO Convention 111, we strictly prohibit discrimination based on race, colour, sex, religion, political opinion, national extraction, social origin, or any other distinction that undermines equality of opportunity or treatment in employment or occupation. Additionally, discrimination based on age, citizenship status, marital status, sexual orientation, gender identity or expression, transgender status, physical or mental disability, protected veteran status, union membership or activity, genetic information, pregnancy (including childbirth, related medical conditions, and lactation), or other categories protected by applicable law goes against our values and is strictly prohibited.

Our Suppliers must base hiring and employment decisions, including those relating to compensation, benefits, promotion, training and development, discipline, and termination solely on workers' qualifications, skill, ability, experience, and job performance, ensuring fairness and impartiality at all times. Suppliers must also proactively prevent, identify, and address discriminatory practices in their workplaces.

9. Harassment

We do not tolerate any form of harassment - sexual or otherwise - anywhere in our supply chain. Our Suppliers must ensure that all workers are treated with dignity and respect and are provided with a workplace that is free from harassment, bullying, violence, or threats of violence.

Harassment includes unwelcome behaviour, whether verbal, physical, or visual, that offends, humiliates, or intimidates a person because of a personal characteristic protected by law, including but not limited to sex, race, age, disability, religion, sexual orientation, or gender identity. Sexual harassment also includes unwelcome conduct of a sexual nature, such as unwanted touching, sexual comments or jokes, and the display of offensive material.

Suppliers must implement and enforce policies and procedures that prevent, identify, and appropriately respond to harassment and bullying, consistent with applicable workplace laws and standards in the jurisdiction where the work is performed. These policies must prohibit any behaviour that creates or contributes to an intimidating, hostile, or offensive work environment, or that unreasonably interferes with an individual's work performance.

We recognise that disagreements, differing views, or constructive debate are a normal part of working life. However, such interactions must be respectful and must not escalate into behaviour that constitutes harassment, bullying, or intimidation.

10. Retaliation

We do not tolerate against workers who exercise basic human or workers' right (as articulated in this Supplier Code or otherwise) or who raise concerns or questions in good faith about actual or potential instances of:

- (a) violations of this Supplier Code,
- (b) violations of applicable law,
- (c) health and safety issues,
- (d) discrimination,
- (e) harassment,
- (f) workplace violence,
- (g) bullying, or
- (h) breaches of personnel or conduct policies.

Our Suppliers must not allow any worker to suffer retaliation, harassment, disciplinary action or adverse employment consequence in connection with any such actions.

11. Health and Safety

We require our Suppliers to provide workers with a safe, healthy, and sanitary working environment, in line with the principles set out in ILO Convention 155. Our Suppliers must take active steps to prevent workplace hazards, occupational injuries, and diseases by implementing effective systems for hazard identification, risk assessment, prevention, and control. These systems must apply to both general and industry-specific hazards.

Our Suppliers must establish and maintain clear health and safety policies and procedures, developed in consultation with workers or their representatives, and supported by regular monitoring, training, and documentation. Without limiting the preceding, our Suppliers must:

- (a) Provide workers with adequate and appropriate personal protective equipment that is maintained in good condition and suitable for the hazards typically encountered within their scope of work.
- (b) Ensure workers are not exposed to unsafe or unhealthy working conditions and support their right to refuse or report such conditions without fear of disciplinary action, dismissal, discrimination, or retaliation.
- (c) Provide initial and regular training on occupational health and safety policies and procedures, including emergency response and evacuation procedures, in a language workers understand.
- (d) Maintain safe plant, machinery, tools, and equipment through proper inspection and maintenance schedules.

- (e) Establish procedures for identifying and investigating workplace incidents, with corrective actions implemented to prevent recurrence.
- (f) Not impose unreasonable limitations on workers' access to toilets, rest breaks, or lactation breaks, and must ensure that all welfare facilities meet applicable health, safety, and hygiene standards.

12. Facilities

We require our Suppliers to ensure that their facilities meet all applicable building codes and industry design and construction standards; post safety rules, inspection results, incident reports, and permits, in each case, as required by law; obtain and maintain all construction approvals required by law; and obtain and maintain all zoning and use permits required by law. Without limiting the preceding, our Suppliers must ensure that their facilities have:

- (a) adequate evacuation plans;
- (b) adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles and stairwells;
- (c) a sufficient number of emergency exit doors that are unlocked (from the inside) and that are readily opened from the occupied side and swing in the direction of emergency travel;
- (d) visible and accurate evacuation maps posted in the local language;
- (e) adequate ventilation and air circulation;
- (f) adequate lighting;
- (g) adequate first aid kits and stations;
- (h) adequate fire safety, prevention, alarm and suppression systems;
- (i) adequate access to potable water; and
- (j) adequate access to private toilet facilities.

If a Supplier provides dining facilities for its workers, the Supplier must provide safe, healthy and sanitary facilities (including food preparation and storage areas) that comply with all health and safety standards, and the Supplier must obtain and maintain all food preparation permits and health certificates required by law.

13. Environmental Protection

We are committed to reducing our environmental impact across our supply chain and to supporting sustainable operational practices. We encourage our Suppliers to responsibly and sustainably source raw materials and other inputs, packaging materials, and other goods and services in a way that will help reduce our impact on air, land and water. Without limiting the preceding, our Suppliers must:

- (a) Comply with all applicable environmental laws and regulations including those related to waste disposal, hazardous waste, greenhouse gas emissions, wastewater and toxic substances.
- (b) Characterise, monitor, control and treat as required prior to discharge all air emissions, wastewater and solid waste generated from operations.
- (c) Work across supply chains to minimise deforestation and loss of biodiversity.
- (d) Obtain, maintain and keep current all required environmental permits (e.g., discharge and effluent monitoring records), and follow any operational, registration and reporting requirements.

Additionally, we encourage our Suppliers to consider actively measuring, managing and disclosing environmental impacts in areas such as Greenhouse Gas (GHG) emissions, water and waste, and setting targets and implement action plans for reducing environmental impacts.

14. Business Ethics

We are committed to conducting business ethically and in compliance with all applicable laws in the countries where we operate across our supply chain. We prefer to do business with Suppliers who demonstrate a strong commitment to ethical behaviour, integrity, and transparency.

We expect our Suppliers to operate in accordance with the highest standards of business ethics. Our Suppliers must have policies, procedures, and internal controls in place to prevent, detect, and address unethical or unlawful conduct, including the misuse of company assets, corruption, bribery, facilitation payments, improper gifts, extortion, fraud, embezzlement, and conflicts of interest - whether actual, potential, or perceived.

Suppliers' business dealings must be fair, legal, and honest. Books, records, and accounts must be maintained accurately and in reasonable detail to reflect all transactions and dispositions of assets and must not be used to conceal or misrepresent improper conduct.

Our Suppliers must comply with all applicable anti-corruption and anti-bribery laws, including the *Criminal Code Act 1995* (Cth) (Australia), the *U.S. Foreign Corrupt Practices Act* (FCPA), the *UK Bribery Act 2010*, and relevant international anti-corruption conventions such as the OECD Anti-Bribery Convention and the UN Convention against Corruption.

If a Supplier provides any business courtesies to our employees, they must be infrequent, modest in value, and clearly not intended to influence business decisions or create a sense of obligation.

15. Responsible Sourcing

We are committed to complying with all applicable laws and regulations relating to responsible sourcing, including disclosure obligations concerning the use of conflict minerals. Our Suppliers must exercise due diligence to reasonably ensure that the minerals they use—such as tin, tungsten, tantalum and gold—do not originate from conflict-affected or high-risk areas where their extraction or trade may directly or indirectly support armed groups, contribute to serious human rights abuses, or otherwise fund violence or exploitation.

Suppliers must conduct due diligence in accordance with internationally recognised frameworks such as the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas* and must maintain appropriate records to demonstrate the origin and chain of custody of any minerals used in the products they supply.

Our Suppliers must also take steps to ensure that their sourcing practices are free from slavery, servitude, forced labour, and human trafficking, in line with the *Modern Slavery Act 2018* (Cth) and other applicable laws. This includes identifying and assessing risks within their own operations and supply chains and implementing appropriate preventive and corrective measures.

Suppliers must be prepared to provide, on request, information about the due diligence measures they have taken to ensure responsible sourcing, and to cooperate in good faith with any reasonable audit or verification process initiated by NetComm or its designated representatives.

16. Trade Controls

Our Suppliers must comply with all applicable laws, regulations, sanctions regimes, and treaties governing the export, import, transit, transfer, or release of goods, software, technology, and technical data. This includes, without limitation, compliance with:

- (a) The *Export Administration Regulations* (EAR) administered by the United States Bureau of Industry and Security,
- (b) The *International Traffic in Arms Regulations* (ITAR) administered by the United States Department of State,
- (c) Relevant United Nations Security Council sanctions,
- (d) Applicable European Union and UK trade control laws,
- (e) The *Customs Act 1901* (Cth) and the *Defence Trade Controls Act 2012* (Cth) in Australia.

Suppliers must also ensure that no goods or services provided to NetComm are sourced from, or transacted with, parties subject to trade sanctions, embargoes, or restricted party listings imposed by the United Nations, United States, European Union, United Kingdom, or Australia, unless authorised by a competent authority.

To the extent that any Supplier transports goods to or through the United States, the Supplier must additionally comply with Customs-Trade Partnership Against Terrorism (C-TPAT) security procedures, as published by the U.S. Customs and Border Protection agency at www.cbp.gov (or any successor site).

Suppliers must maintain appropriate compliance systems, including screening, classification, licensing, and record-keeping procedures, to ensure ongoing adherence to trade control obligations, and must notify NetComm promptly if any actual or potential breach arises.

17. Intellectual Property

We are committed to the protection of intellectual property rights across our operations and throughout our supply chain. Our Suppliers must respect and protect NetComm's intellectual property rights, as well as the intellectual property rights of third parties, in accordance with applicable laws and international treaties.

Suppliers must not engage in, or assist in, the unauthorised use, reproduction, disclosure, reverse engineering, misappropriation, or theft of intellectual property, including patents, copyrights, trade marks, trade secrets, industrial designs, software, and confidential business information. This obligation applies whether the intellectual property belongs to NetComm, another supplier, a customer, or any third party.

Suppliers must implement reasonable measures to prevent unauthorised access to or misuse of intellectual property, including through secure handling of confidential information and proper management of licensed technologies or content. All use of NetComm's intellectual property must be limited to what is necessary for the performance of the Supplier's obligations and must be in accordance with any applicable agreements, licences or written instructions.

Where Suppliers develop intellectual property in the course of performing services or supplying goods to NetComm, the ownership and licensing of such rights must be clearly set out in the relevant agreement with NetComm.

18. Cyber Security & Privacy

We are committed to protecting personal data and confidential information relating to NetComm, our employees, business partners, and customers. Our Suppliers must handle all

information and data received from us - or from or on behalf of our business partners or customers - in accordance with applicable privacy and data protection laws, contractual obligations, and industry-recognised best practices, including appropriate organisational and technical safeguards.

Suppliers must keep all such information and data confidential and must not use, access, share, or disclose it for any purpose other than the specific business purpose for which it was provided. Suppliers must implement reasonable and proportionate security controls - such as encryption, access controls, network security, vulnerability management, and incident detection measures - to prevent unauthorised access, use, modification, destruction, or disclosure of such data.

Our Suppliers must comply with all applicable cyber security and privacy legislation, including but not limited to the *Privacy Act 1988* (Cth) in Australia, the *General Data Protection Regulation (GDPR)* in the European Union where applicable, and any other local data protection laws relevant to their operations or the services they provide.

If a Supplier becomes aware of any actual or suspected cyber security incident, data breach, or unauthorised disclosure involving our information or the personal data of our employees, business partners, or customers, the Supplier must notify NetComm immediately and cooperate fully with any required containment, investigation, mitigation, or reporting efforts.

19. Verification & Documentation

We require our Suppliers to maintain adequate and effective management systems, internal controls, documented policies and procedures, financial records, and training programs to support ongoing compliance with this Supplier Code of Conduct. These systems must be appropriate to the size, complexity, and risk profile of the Supplier's operations and should support proactive identification, mitigation, and remediation of non-compliance.

We reserve the right to request information from our Suppliers at any time to assess their compliance with the standards set out in this Supplier Code. Verification activities may include, but are not limited to, self-assessment questionnaires, independent third-party audits (whether announced or unannounced), on-site inspections, document reviews, and confidential worker interviews. We may also conduct or commission worker well-being surveys and related impact assessments.

Audits and assessments may involve inspection of the Supplier's facilities, books and records, operational systems, and may include engagement with relevant personnel at all levels of the Supplier's organisation. If we identify any instance of non-compliance, we may require the Supplier to implement a corrective action plan within a reasonable timeframe. If the Supplier fails to take timely and effective action, we may, at our sole discretion and without liability:

- (a) Suspend further purchases or deliveries;
- (b) Return affected goods or services;
- (c) Withhold acceptance under any purchase order; or
- (d) Terminate our business relationship with the Supplier entirely, in addition to pursuing any other rights or remedies available to us under contract or applicable law.

We also reserve the right to request disclosure of information relevant to supply chain transparency and sustainability, including but not limited to: the geographical location of facilities involved in the production of goods supplied to NetComm; the country of origin of raw materials; and environmental performance data, such as greenhouse gas emissions, waste handling practices, and energy consumption metrics.

20. Reporting Breaches of this Code

Our Suppliers must promptly self-report any actual or suspected violations of this Supplier Code of Conduct. In addition to self-reporting, Suppliers and their workers may also raise questions, concerns, or seek clarification about this Code or any associated expectations by contacting NetComm using the details below:

NetComm Wireless Pty Ltd
Attention: General Counsel
Level 1, 18-20 Orion Road
Lane Cove NSW 2066
Australia
Email: legal@netcomm.com

We treat all reports seriously and will not tolerate any form of retaliation or disciplinary action by any Supplier against any worker who, in good faith, reports a suspected violation, unethical behaviour, or seeks guidance on how to comply with this Code. Any retaliatory acts may be treated as a material breach of this Supplier Code and may result in corrective measures or termination of the business relationship.

We encourage Suppliers to establish and promote internal grievance mechanisms that allow workers to report concerns confidentially and without fear of reprisal. These mechanisms should be accessible, secure, and effective in resolving issues in a timely and transparent manner.

21. Version control

Code version	Date of revision and publication	Comment
1.0	25 June 2025	Final published version