



Third-Party Code of Conduct

Expectations for doing business with and on behalf of Thrivent

Do the right thing, every time.

At Thrivent, “do the right thing, every time” reflects the standard we set for our workforce. We want to work with third parties that understand and align with that commitment and who conduct their Thrivent-related work in a lawful, ethical and responsible way. This Third-Party Code of Conduct (“Third-Party Code”) gives notice of Thrivent’s general expectations, including following the law, acting with integrity, protecting Thrivent client information, treating people responsibly and speaking up when something may not be right.

Third parties remain responsible for their own personnel, representatives, agents, subcontractors, operations, controls and compliance programs. Applicable contracts, laws and other written Thrivent requirements govern the specific obligations, remedies, notice rights, audit rights, corrective action, suspension, termination and related actions available to address concerns or noncompliance.

Purpose and scope

This Third-Party Code describes Thrivent’s general expectations for outside organizations and individuals that provide goods, services, personnel or technology, or that support Thrivent-related work under a vendor, supplier, contractor, consultant, outsourcing provider, service provider or similar relationship.

It applies to outside organizations and individuals that support Thrivent-related work and are not covered by another Thrivent conduct or compliance standard, such as the [Thrivent Code of Conduct](#) or Independent Producer Compliance Guide.

Covered third parties include:

- Vendors, suppliers, contractors, consultants, outsourcing providers, service providers and similar third parties.
- Office professionals or other personnel employed by financial advisors who support Thrivent-related business, interact with Thrivent clients or client information, use Thrivent systems/resources, or reasonably appear to represent Thrivent in connection with Thrivent business.*

Covered by another Thrivent standard:

Being a contractor does not, by itself, determine which Thrivent standard applies.

Financial advisors, including captive agents, individuals in the 1099 role, and individuals who are part of the Thrivent Advisor Network, are covered by [Thrivent’s Code of Conduct](#).

Independent insurance agents are covered by Thrivent’s Independent Producer Compliance Guide.

* Incidental service providers engaged by a financial advisor for services unrelated to Thrivent business are not subject to this Third-Party Code.

Thrivent expects third parties to follow applicable laws, rules, regulations, industry standards, contracts, Thrivent policies or procedures made applicable to their work, and role-specific instructions provided by Thrivent. If requirements differ, Thrivent expects third parties to apply the more protective requirement, unless prohibited by law or Thrivent directs otherwise in writing.

Thrivent determines which standard applies based on the nature of the relationship, the work performed and applicable requirements. **Please contact boxconductandintegrity@thrivent.com with questions.**

Act with integrity and sound judgment

Ethical and lawful business conduct

Thrivent expects third parties to conduct Thrivent-related business in compliance with applicable requirements and to avoid unlawful, deceptive, abusive or unethical conduct. Thrivent also expects that third parties do not ask another person to engage in conduct that would be inconsistent with these expectations. Thrivent expects third parties to maintain policies, controls, training and oversight appropriate to the nature and risk of the work performed for Thrivent.

If the right choice is unclear, pause and ask whether the action is allowed, whether it reflects integrity and sound judgment, and whether it protects Thrivent clients, information, assets and reputation. If the answer is no or remains unclear, Thrivent expects the third party to pause and seek appropriate guidance from the Thrivent relationship manager, or another appropriate Thrivent resource, before proceeding.

Gifts, entertainment, bribery and corruption

Thrivent expects third parties to follow applicable anti-bribery, anti-corruption, gifts and entertainment, charitable contribution, sponsorship, political activity and government official requirements.

Do not directly or indirectly offer, promise, authorize, give, request, accept or provide a bribe, kickback, facilitation payment or anything of value to improperly influence a decision, reward an action, obtain or retain business, create a quid pro quo, gain an improper advantage, reward improper conduct, or create the appearance that objective business judgment has been compromised. Maintain appropriate due diligence, controls and oversight for personnel, representatives, agents, intermediaries and approved subcontractors supporting Thrivent-related work, and

follow applicable anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act. Interactions with government officials on Thrivent's behalf require particular care. Do not offer anything of value, including gifts or entertainment, without advance written approval from Thrivent.

Thrivent does not expect gifts or business entertainment, but recognizes that they may be appropriate in limited, legitimate business settings. If a third party chooses to provide a gift or business entertainment connected to Thrivent-related work, Thrivent expects the third party to follow these guidelines:

- Do not provide gifts or business entertainment during sourcing, vendor selection, contract negotiation, renewal or other Thrivent decision-making periods.
- If a third party chooses to provide a gift to a Thrivent workforce member, the total annual aggregate gift value from that third party to that Thrivent individual cannot exceed \$300 in a calendar year.
- Do not provide cash or cash equivalents to Thrivent workforce members.
- Thrivent expects business entertainment to be reasonable, lawful, infrequent, connected to a legitimate business purpose, and attended by both the host and recipient.
- Do not make political or charitable contributions, gifts, donations, sponsorships or commitments in Thrivent's name or on Thrivent's behalf without Thrivent's prior written authorization.

Conflicts of interest

Thrivent expects third parties to avoid situations that could compromise, or appear to compromise, objective business judgment and to promptly disclose actual, potential or apparent conflicts involving Thrivent-related work, including close personal or financial relationships between individuals on the Thrivent account and Thrivent workforce members. Thrivent expects third parties to disclose Thrivent-related conflicts of interest and work with Thrivent to determine the appropriate next step.

Competition, financial crimes and accurate records

Thrivent expects third parties to compete lawfully and honestly and to not engage in price-fixing, bid-rigging, market allocation, improper exchange of competitively sensitive information, or other anticompetitive conduct. Marketing, proposals, service descriptions and communications related to Thrivent are expected to be accurate, supportable and not misleading. Thrivent expects third parties to respect and safeguard another party's confidential information and intellectual property, and to use it only as authorized.

Thrivent expects third parties to follow applicable requirements related to anti-money laundering, terrorist financing, fraud, identity theft, economic sanctions and restricted parties. This includes:

- Not knowingly or negligently facilitating prohibited transactions or helping anyone evade controls.
- Maintaining risk-appropriate screening, escalation and recordkeeping processes when relevant to services provided.
- Promptly reporting suspicious, fraudulent, sanctioned or potentially unlawful activity connected to Thrivent through the Thrivent relationship manager or other applicable Thrivent reporting channel.

Thrivent expects third parties to create and maintain complete, accurate, timely and understandable books, records, data, reports, certifications, regulatory submissions, time records, invoices and expense documentation connected to Thrivent-related work. Third parties must not create false entries, conceal the nature of a transaction, submit charges not authorized by contract, use undisclosed side agreements, or destroy or alter records to avoid review. Thrivent expects third parties to retain and dispose of records in accordance with applicable law, contract, litigation holds and Thrivent instructions.

Thrivent expects third parties to prevent, detect and promptly report suspected fraud, theft, embezzlement, false claims, improper payments, misuse of Thrivent resources, circumvention of controls, waste or other potentially unlawful activity connected to Thrivent. Commercial pressure, performance goals, deadlines or instructions from any person should not override controls or justify misconduct.

Insider trading and material nonpublic information

Thrivent expects third parties not to trade securities or make other investment decisions while being aware of material nonpublic information obtained through Thrivent-related work. Thrivent also expects third parties will not improperly share or recommend that another person act on such information. Thrivent expects third parties to protect the information and follow applicable information barriers and securities-law requirements.



Protect clients, information, assets and operations

Client and consumer obligations

Thrivent expects third parties to help Thrivent meet its obligations to clients, members and consumers. Third parties are expected to deliver products and services as promised, communicate accurately and follow applicable consumer protection, accessibility, complaint handling, suitability, sales practice and service requirements. Thrivent expects third parties will not use deceptive, coercive, discriminatory or abusive practices and will promptly escalate errors, complaints, service failures or other issues that may affect a Thrivent client, member or consumer.

Privacy, confidentiality, cybersecurity and AI

Thrivent expects third parties to access, collect, use, disclose, retain, return and dispose of personal information and Thrivent confidential information only as authorized and necessary for the engagement. Thrivent expects third parties to apply applicable legal, contractual and Thrivent requirements throughout the information lifecycle; limit access to personnel with a legitimate business need; remove access promptly when no longer required; use approved methods to transmit, store, return and destroy information; and follow applicable data-location, retention and deletion requirements.

Thrivent expects third parties not to disclose Thrivent information to another party, including a subcontractor, unless authorized and protected by appropriate confidentiality obligations. Do not sell, combine, analyze or use Thrivent information for your own purposes, advertising, model training, product development or artificial intelligence (“AI”) use unless Thrivent expressly authorizes that use in writing.

Thrivent expects third parties to maintain a risk-based information security program with appropriate administrative, technical and physical safeguards, vulnerability and access management, secure development practices when applicable, workforce training, incident response, and oversight of relevant subcontractors. Thrivent expects third parties to promptly notify Thrivent of any unauthorized access, legal demand, regulator request, compelled disclosure, or actual or suspected cybersecurity incident that

may affect Thrivent information, systems, operations, clients or services, and to comply with any applicable contractual notification requirements, unless prohibited by law. Thrivent expects third parties to preserve evidence, contain the issue, cooperate with response and notification obligations, and not make external statements about Thrivent without prior written authorization.

When AI is used to support Thrivent-related work, Thrivent expects third parties to use approved data; protect personal, confidential, copyrighted and proprietary information; and maintain governance, risk management, testing, monitoring, documentation, traceability, security, controls and meaningful human oversight appropriate to the use and potential impact. Thrivent expects third parties to assess and address inaccurate, unreliable, discriminatory, opaque, unsafe or unintended outcomes, and to disclose material AI use, model or provider changes, limitations and incidents as required by Thrivent. Do not use Thrivent data to train or improve any AI model unless Thrivent expressly authorizes that use in writing.

Assets, brand, intellectual property and continuity

Thrivent expects third parties to use Thrivent funds, systems, equipment, facilities, credentials, trademarks, copyrighted materials, trade secrets and other assets only for authorized business purposes, and to protect them from loss, misuse, theft, damage, unauthorized access and waste. Do not publicly use Thrivent’s name, logo, brand, client relationship, membership structure, generosity programs, fraternal status or refer to Thrivent as a client without prior written authorization. Thrivent expects third parties to respect all intellectual property and licensing requirements, including those applicable to software and third-party content.

Thrivent expects third parties to maintain continuity, disaster recovery, incident management and crisis communication capabilities appropriate to the criticality of the services provided to Thrivent. Thrivent expects third parties to test those capabilities at a risk-appropriate frequency, promptly notify Thrivent of events that could materially disrupt services, and cooperate on recovery, remediation and required exercises.

Treat people responsibly and speak up

Respectful, safe and responsible business practices

Thrivent expects third parties to treat Thrivent workforce members, clients, their own personnel and others connected to a Thrivent engagement with dignity and respect. Thrivent wants to work with third parties that maintain professional environments free from unlawful discrimination, harassment, retaliation, threats and violence. Thrivent expects third parties to provide reasonable accessibility and accommodation as required by law and applicable agreement; follow applicable employment, labor, wage, benefit, working hour, rest period, health, safety, environmental and human rights requirements; and respect internationally recognized human rights. Thrivent expects third parties to support lawful and responsible labor practices by ensuring their work for Thrivent does not involve forced, trafficked, bonded, indentured, prison or child labor; recruitment fees charged to workers; or unlawful retention of identity or immigration documents.

Thrivent expects third parties to conduct Thrivent-related work responsibly and with respect for the people and communities affected by the services provided. Thrivent expects third parties to provide

a safe, secure and healthy work environment, promptly address hazards, and maintain emergency, injury-prevention and workplace violence controls appropriate to the work. Thrivent expects third parties to maintain processes appropriate to identify, prevent, address and remediate material risks in their operations and relevant supply chain, including environmental, labor, safety and human rights risks.

Speaking up and non-retaliation

Coordinate with Thrivent before taking investigative steps involving Thrivent workforce members, clients, systems, information or facilities. Thrivent will review and address concerns involving its workforce, while third parties remain responsible for concerns involving their own personnel, representatives, agents and subcontractors. Nothing in this Third-Party Code limits legally protected reporting to regulators, law enforcement or other government authorities.

Thrivent expects that third parties will not retaliate against anyone for raising a concern, participating in a review or investigation, opposing unlawful conduct or exercising a protected legal right.



Cooperation, accountability and reporting

Thrivent expects third parties to use policies, controls, training, risk assessment, due diligence, monitoring and corrective action processes appropriate to their size, services and risk. Thrivent expects third parties to communicate relevant requirements to their personnel and permitted subcontractors supporting Thrivent, and to monitor their compliance. Thrivent may request truthful and complete certifications or information about these measures as permitted by applicable contracts, law or written engagement requirements.

Consistent with applicable contracts, law, and written engagement requirements, Thrivent may request cooperation in assessing compliance with applicable requirements. This may include questionnaires, certifications, document requests, meetings, control testing, access to relevant records or personnel, onsite or remote assessments, and independent audit reports. Thrivent expects third parties to preserve relevant information and provide full, accurate and timely responses when such requests are made.

Thrivent expects third parties to promptly notify Thrivent of material events that could affect their ability to meet obligations, protect Thrivent or meet the expectations outlined in this Third-Party Code. Examples may include significant legal or regulatory

action, control failures, ownership or key subcontractor changes, conflicts of interest, financial distress, security or privacy incidents, human rights concerns, service disruption or credible allegations of misconduct connected to the engagement.

If Thrivent identifies actual or potential concerns, Thrivent may address them through applicable contracts, law and written requirements. Depending on the circumstances, this may include requesting a corrective action plan, additional controls, training, monitoring, suspension of work or access, removal of personnel or subcontractors, reimbursement, reporting to authorities, termination or other appropriate action. Material or repeated noncompliance, failure to report, retaliation, lack of cooperation or failure to remediate may result in termination or other contractual remedies.

This Third-Party Code does not amend a contract, create an employment or agency relationship, authorize any third party to bind or represent Thrivent, or grant rights or remedies to any third party. Thrivent's decision not to act in one situation does not waive its rights or expectations in another. Thrivent may update this Third-Party Code and may communicate additional requirements based on law, regulation, risk or the nature of the engagement.



Questions and reporting concerns

For questions about an engagement or applicable requirements, contact your Thrivent relationship manager or the Thrivent contact identified in your contract.

Enterprise Conduct & Integrity Team:

Direct questions about business gifts and entertainment and conflicts of interest to boxconductandintegrity@thrivent.com.

Financial Crimes Unit: Promptly report suspicious, fraudulent, sanctioned or potentially unlawful activity connected to Thrivent via boxamlsiufraud@thrivent.com.

Privacy Office: Promptly notify Thrivent of any actual or reasonably suspected unauthorized access to information by contacting our Privacy Office at 920-628-2359 or privacy@thrivent.com. Notify Thrivent of legal demands, regulator requests or other compelled disclosure involving Thrivent information, unless prohibited by law.

Safety concerns: Emergencies or immediate safety concerns should be reported to local emergency services or, for events affecting Thrivent facilities, personnel or operations, to Thrivent Corporate Safety and Security at 920-628-5555.

Behavioral concerns may be reported to boxconductconcerns@thrivent.com or through Thrivent's independent reporting hotline, which is available 24 hours a day, 7 days a week, and supports anonymous reporting, where permitted by law. You may file a report by visiting thriventcodeofconduct.com or calling 800-688-6046.