ENFORCEABLE UNDERTAKING

This undertaking is **given** by National Australia Bank Limited (ACN 004 044 937 / ABN 12 004 044 937) and **accepted** by the Fair Work Ombudsman pursuant to section 715(2) of the *Fair Work Act 2009* (Cth) in relation to contraventions described at paragraph 13 and Attachment A of this undertaking.

ENFORCEABLE UNDERTAKING

PARTIES

1. This enforceable undertaking (**Undertaking**) is **given** to the FWO pursuant to section 715 of the FW Act by NAB.

COMMENCEMENT

2. The Undertaking comes into effect when:
   a. the Undertaking is executed by NAB; and
   b. the FWO accepts the Undertaking so executed (**Commencement Date**).
3. This Undertaking ceases to have effect when the actions set out in paragraphs 35, 47 to 51, 60 to 69, 71 and 92 to 97 end.

BACKGROUND

4. NAB is one of Australia's four major banks and reported statutory net profit of $6.143 billion for the financial year ending 30 September 2026. It currently operates 428 branches across Australia and as at 30 September 2026 employed more than 27,900 employees nationwide.
5. In December 2019:
   a. NAB notified the FWO that it had not complied with its obligation under the 2016 Agreement to conduct quarterly reconciliations for eligible employees who performed shift work and/or worked on public holidays against the Award; and
   b. began a broader internal pay review (**Internal Pay Review**) to assess its compliance with entitlements arising under the 2016 Agreement, the 2014 Agreement and the 2011 Agreement (the two enterprise agreements that preceded the 2016 Agreement).
6. After the notification from NAB, the FWO commenced an investigation into NAB.

7. NAB periodically updated the FWO regarding the non-compliance issues identified through the Internal Pay Review and remediation it undertook due to the issues it identified. The Internal Pay Review resulted in remediation being made to employees for the relevant period commencing from 1 October 2012.

8. When requested by the FWO, NAB voluntarily provided its calculation model, scripts, supporting documentation and source input and output data in relation to a number of key issues, and facilitated walk-throughs with its data analysts to assist the FWO's consideration of those materials. NAB was also proactive and engaged in facilitating its compliance with statutory notices issued by the FWO.

9. In July 2024, NAB reported to the FWO that, when implementing the 2024 Agreement, it identified:

    a. compliance issues primarily due to payroll system limitations; and

    b. consequently, further potential compliance issues under the 2016 Agreement that had not been captured by the Internal Pay Review.

10. In October 2024, due to the issues reported to the FWO in July 2024, NAB established a further payroll review program to review any outstanding employee entitlements arising under the Applicable Agreements for the period from 1 October 2012 and to undertake other activities aimed at strengthening and uplifting NAB's payroll ecosystem.

11. As at the Commencement Date that further payroll review program is ongoing. NAB is committed to identifying and rectifying any further underpayments and improving its payroll ecosystem and is continuing the program for this purpose.

12. For the purposes of this Undertaking, the further payroll review program (**Review Program**) comprises:

    a. all potential contraventions of the Applicable Agreements, the FW Act or the FW Regulations relating to payroll matters which are notified to the FWO by the Commencement Date; and

b. any other potential contraventions of the Applicable Agreements, the FW Act or the FW Regulations relating to payroll matters which are notified to the FWO up to and including 30 June 2028 (unless otherwise agreed by the FWO).

ADMISSIONS

13. In respect of the matters identified in the Internal Pay Review and Review Program as at the Commencement Date, the FWO has a reasonable belief, and NAB admits, that during the Relevant Period it:

    a. contravened section 44 of the FW Act (which provides that an employer must not contravene a provision of the NES) as set out in the table at Attachment A in respect of the Affected Employees identified in the Agreed Document and the Leave Adjusted Employees;

    b. contravened section 50 of the FW Act by failing to provide Affected Employees identified in the Agreed Document and the Leave Adjusted Employees their entitlements under the identified clauses of the Applicable Agreements set out in the table at Attachment A;

    c. contravened section 535(1) of the FW Act by failing to make and keep records of the kind prescribed by the FW Regulations; and

    d. contravened section 323 of the FW Act by failing to pay amounts payable to Affected Employees in relation to the performance of work in full, in money, at least monthly.

    (collectively, the **Contraventions**).

14. In addition to the matters set out in paragraph 13, the FWO and NAB agree that it is the intention of the parties, subject to the absolute discretion of the FWO, that there is a mechanism for them to enter into a written addendum to this Undertaking in relation to any contraventions not listed in Attachment A in the circumstances set out in Attachment D to this Undertaking (**Addendum**). Where such an Addendum is accepted by the FWO, from the date of execution:

a. the Addendum will operate as a variation to this Undertaking agreed to by the FWO within the meaning of subsection 715(3) of the FW Act;

b. the FWO agrees that this Undertaking is given for any further contraventions specified in any Addendum, within the meaning of subsections 715(2) and 715(4) of the FW Act;

c. any further contraventions specified in any Addendum are taken to be part of the Contraventions; and

d. any employee affected by a contravention specified in an Addendum is taken to be an Affected Employee.

15. The Contraventions do not include any contraventions of the FW Act which:

a. relate to or arise from NAB failing to comply with its FW Act Obligations in relation to any employee who is not an Affected Employee or a Leave Adjusted Employee; or

b. relate to or arise from a failure by NAB to comply with its FW Act Obligations in relation to an Affected Employee or a Leave Adjusted Employee that is not one of the Contraventions; or

c. have not occurred at the Commencement Date, unless such contravention is included in this Undertaking through the mechanism specified in paragraph 14 above.

REMEDIATION TO DATE

16. As at the Commencement Date, NAB has identified a total underpayment of $170,324,325 (**Total Underpayment**) to 65,999 current and former employees (**Affected Employees**) through the Internal Pay Review and the Review Program arising from the Contraventions involving monetary and leave entitlements. The Total Underpayment is made up of:

a. $127,672,479 in wage underpayments (**Wage Underpayment**);

b. $34,017,421 in associated interest (**Interest Amount**); and

c. $8,634,425 in applicable superannuation contributions (**Superannuation Amount**).

17. NAB has also adjusted the leave balances of 24,018 employees (who were current employees at the time the adjustments were made) (**Leave Adjusted Employees**) arising from the Contraventions involving monetary and leave entitlements.

18. The Affected Employees are identified in the document incorporated and agreed between NAB and the FWO on 27 October 2026 that lists the Contraventions that apply to each Affected Employee by reference to Attachment A of this Undertaking and the quantum of underpayment that applies to each Affected Employee at the Commencement Date (**Agreed Document**).

19. NAB acknowledges that the following matters have contributed to the Contraventions identified and admitted in this Undertaking occurring:

    a. the misapplication and non-application of entitlements under the Applicable Agreements;

    b. not consistently maintaining a complete and detailed record of obligations relating to employee entitlements;

    c. the complexity of applying certain enterprise agreement clauses in payroll and operational systems;

    d. deficiencies in system processes, risk controls, compliance oversight and governance processes;

    e. legacy payroll technology;

    f. investment in specialist capability relevant to payroll operations;

    g. inadequate capture of time and attendance data and translation into its payroll system; and

    h. the timing and scope of broader remedial action taken in response to potentially systemic non-compliance within its business.

20. NAB acknowledges the importance of compliance with its employment obligations and is committed to ensuring that it correctly pays employees. NAB has taken steps to

reinforce its commitment to meeting those obligations and strengthen its internal controls in relation to compliance. In response to the issues identified in the Internal Pay Review and the Review Program NAB has:

a. apologised to employees by way of:

   i. statements on NAB's intranet site which are visible to all NAB employees;

   ii. an ASX announcement published on 18 August 2025 containing an apology from the Group Executive People & Culture;

   iii. a statement contained on NAB's website published on 18 August 2025 with a link to the ASX announcement referred to in paragraph 20(a)(ii); and

   iv. individual letters addressed to current and former employees who are subject to remediation activity;

b. committed to investigating and remediating (where needed) underpayments identified through the Review Program; and

c. introduced a range of corrective actions and improvements to its systems, processes and controls, to strengthen ongoing compliance with its employment obligations.

21. The corrective actions and improvements taken by NAB include:

a. implementation of regular reporting to senior executive management and the Board or a standing committee of the Board on payroll compliance risks, issues and remediation activities;

b. allocation of internal and external resources, including engaging specialist advisory firms, to support the delivery of payroll remediation and compliance uplift activities;

c. adoption of an employee-favourable remediation methodology and payment of historical underpayments beyond statutory periods;

d. making timely remediation payments to employees in progressive tranches, as underpayments are identified and quantified, rather than deferring payment until completion of the Review Program;

e. strengthening accountability for payroll compliance by clarifying how it is a shared organisational responsibility across its business;

f. updating its governance, risk and compliance system (**GRACE**) to record payroll obligations, assign ownership, monitor compliance, track remediation actions and document relevant controls and processes;

g. improving its risk oversight by updating people risk metrics to include workplace relations obligation compliance;

h. uplifting the Terms of Reference for the People & Culture Risk Council to include oversight of payroll compliance obligations. The Council comprises members of NAB's People & Culture Leadership Team and representatives from its Risk, Compliance and Internal Audit Team and advises the Group Executive People & Culture on the day-to-day management and resolution of payroll risks within the division and refers back matters to relevant Executives within People & Culture for action;

i. undertaking improvements to payroll systems, including interim fixes to existing legacy systems and the planned implementation of a new payroll platform;

j. increasing internal audit, compliance review and assurance activities in respect of payroll and employment obligations, including engaging independent external reviewers;

k. commencing the design and implementation of an overarching assurance framework to support ongoing compliance with payroll obligations;

l. introducing processes to improve the accuracy and capture of time and attendance data, including requirements for the recording of additional hours worked;

m. introducing processes to identify and escalate payroll issues for consideration by a triage team within its Review Program;

n. implementing and/or updating training, communications and guidance materials to improve employee and manager understanding of payroll obligations and time-recording requirements; and

o. developing a centralised reference tool to support consistent interpretation and application of enterprise agreement obligations.

22. The FWO acknowledges:

a. the co-operation and open disclosures made by NAB to it relating to the Internal Pay Review and Review Program; and

b. NAB's commitment to establish and implement a new payroll platform to support compliance with NAB's employee payroll obligations.

23. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

UNDERTAKINGS

24. Following commencement of this Undertaking, NAB will take the actions set out at paragraphs 25 to 114 (inclusive) below.

Rectify the Total Underpayment to Affected Employees for the Contraventions

25. NAB will rectify the Total Underpayment to Affected Employees for the Contraventions by:

a. in respect of Affected Employees who remain employed by NAB as at the date of payment, within 60 days of the Commencement Date:

i. paying to each relevant Affected Employee any outstanding Wage Underpayment and associated Interest Amount;

ii. paying to the nominated superannuation fund for each relevant Affected Employee any outstanding Superannuation Amount and associated Interest Amount; and

iii. making necessary adjustments to the leave balances of any relevant Affected Employees;

b. in respect of any Affected Employees who are not employed by NAB as at the date of payment, taking Reasonable Steps and, where:

i. before the Commencement Date: the Affected Employee has their entitlement to receive the monies verified and provides bank account and superannuation fund details, within 60 days of the Commencement Date, paying the Wage Underpayment, any outstanding Superannuation Amount and any associated Interest Amount; and

ii. after the Commencement Date: the Affected Employee has their entitlement to receive the monies verified and/or provides bank account and superannuation fund details, within 75 days of the Affected Employee's entitlement being verified and the Affected Employee providing bank account and superannuation fund details, paying the Wage Underpayment, any outstanding Superannuation Amount and any associated Interest Amount;

c. in respect of any Affected Employees who are not employed by NAB and cannot be located or have their entitlement to receive monies verified (or have not provided bank account and superannuation fund details) after NAB has taken Reasonable Steps, within 90 days of the completion of the Review Program, NAB will pay that employee's Wage Underpayment to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act and complete the required documents supplied by the FWO for this purpose. Nothing in this paragraph requires NAB to pay any part of the Wage Underpayment to the Commonwealth of Australia where such part of the Wage Underpayment is not owed for an entitlement arising under the FW Act, FW Regulations or Applicable Agreements.

26. Within 150 days of the Commencement Date, NAB will provide the FWO with Reasonable Evidence of making any payments referred to in paragraph 25(a) and (b)(i) above.

Completion of the Review Program

27. Within 90 days of the Commencement Date, excluding any days within the 19 December 2026 to 10 January 2027 (inclusive) end of year festive period, NAB will provide the FWO with its proposed plan for the completion of its Review Program, including:

a. a report that includes a description of each issue/entitlement under investigation and, where available, any corresponding root cause analysis, the expected remediation period, relevant provisions of the Applicable Agreements or FW Act or FW Regulations, the estimated number of impacted employees, estimated remediation amounts and internal corrective measures to address any underlying cause of each issue/entitlement under investigation (**Payroll Issues Report**); and

b. project milestones, deliverables and anticipated timeframes for the completion of the Review Program (**Review Program Plan**), incorporating key risks, employee communications, and mechanisms for the incorporation of lessons learned.

28. Each 90 days after providing the Payroll Issues Report and Review Program Plan referred to in paragraph 27 above, NAB will update the FWO in writing of any:

a. significant or relevant updates to the Payroll Issues Report, including any new issue/entitlement under investigation and/or any issue/entitlement that is no longer under investigation or investigation of which has been completed;

b. significant or relevant updates to its Review Program Plan;

c. remediation payment updates in relation to identified issues in the Review Program (**Payment Updates**); and

d. payments referred to in paragraph 25(b)(ii) made and provide the FWO with Reasonable Evidence of making the payments.

29. Payment Updates made by NAB to the FWO will include:

a. a schedule with the names of all employees to which the Payment Updates relate; and

b. the same information as the Agreed Document, but in respect to the employees that the Payment Updates relate.

30. The requirements in paragraph 28 will cease when NAB advises the FWO that the Review Program has completed.

31. NAB's oversight of the Review Program occurs through the PAB, which is chaired by the Group Executive People & Culture and includes other Group Executives of NAB. The PAB will continue to have oversight of the Review Program after the Commencement Date

until it concludes. NAB will do all things necessary to enable the PAB to meet at least every two months until the Review Program is completed, unless otherwise agreed with the FWO.

32. Unless otherwise agreed to by the FWO, NAB will:

    a. quantify and remediate potential contraventions within the Review Program as soon as reasonably practicable and by no later than 30 June 2029; and

    b. notify the FWO within 30 days of the Review Program completing.

33. Subject to paragraph 34, payments to employees and former employees of NAB identified by the Review Program after the Commencement Date will be made progressively as the investigation of the issue is completed and will include:

    a. underpayments identified;

    b. associated Interest; and

    c. payments for each identified employee and former employee of any outstanding Superannuation Contribution.

34. If any former employees of NAB identified under the Internal Pay Review or the Review Program as having been underpaid cannot be located or have their entitlement to receive monies verified (or have not provided bank account and superannuation fund details) after NAB has taken Reasonable Steps, NAB will pay their underpayments owing to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act no later than 90 days after the completion of the Review Program. NAB will complete the required documents supplied by the FWO for this purpose. Nothing in this paragraph requires NAB to pay any part of the underpayments to the Commonwealth of Australia where such part of the underpayments is not owed for an entitlement arising under the FW Act, FW Regulations or Applicable Agreements.

Former employees located by the FWO

35. For the two year period commencing on the date payment is made by NAB under section 559 of the FW Act, as set out in paragraphs 25.c) and 34 above, if the FWO is able to locate and contact any former employees of NAB who have had underpayments paid by NAB in accordance with section 559 of the FW Act, with the consent of the

former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify NAB in writing of the name and contact details of the former employee. Within 28 days of receiving any such notice NAB will (provided the former employee verifies themselves using NAB's established process and then provides bank account and superannuation fund details):

a. pay to the former employee the Interest associated with their underpayments; and

b. pay to the affected former employee's nominated superannuation fund the Superannuation Contribution and associated Interest relating to the Superannuation Contribution relating to that former employee.

Corporate governance and oversight

36. NAB will review and, where necessary, amend its internal processes for reporting to its Board to ensure that the Board is appropriately notified of NAB's compliance with its FW Act Obligations and any actual or potential breaches of those obligations. In satisfaction of this objective, NAB will undertake the following governance and operational changes as set out in paragraphs 37 and 39 below.

37. The Group Executive People & Culture (or such other Group Executive as determined by NAB) will:

a. ensure the Letter of Assurance is presented to and approved by its Board before being provided to the FWO;

b. implement a reporting program to its Board or an appropriate standing committee delegated by the Board for the duration of this Undertaking (**Board Reports**);

c. ensure Board Reports occur a minimum of three times per year, being approximately every four months, and the first Board Report is provided to the Board within four months of the Commencement Date;

d. ensure each Board Report includes sufficient detail for governance purposes to inform the Board of the material aspects of:

i. NAB's compliance with all aspects of this Undertaking;

ii. NAB's compliance with its FW Act Obligations;

iii. the status and progress of the Review Program, including specifically:

1. any identified systemic compliance issues or risks; and

2. the action taken in relation to any identified systemic compliance issues or risks;

iv. the status and progress of the implementation of the New Platform;

v. the status and progress of the implementation of any Replacement Agreement;

vi. a summary of the key themes and issues raised at any Consultative Body meetings that have occurred since the preceding Board Report; and

vii. the number of employee complaints received by NAB related to the FW Act Obligations through the "Worker Voice" mechanisms in this Undertaking and/or the Review Program and any key themes;

e. ensure Board Reports are presented to and noted by the Board or an appropriate standing committee delegated by the Board;

f. ensure that issues identified in Board Reports are rectified in a timely manner and the action taken to address the identified issues is reported to the Board in subsequent Board Reports;

g. ensure that NAB provides documentation to the FWO no later than six months after the Commencement Date, which demonstrates the process adopted by NAB for updating the Board or an appropriate standing committee delegated by the Board of NAB's compliance with its FW Act Obligations and this Undertaking in accordance with paragraph 37(c); and

h. provide the FWO with summaries or extracts of the Board Reports relevant to NAB's compliance with its FW Act Obligations and this Undertaking within 12 months of the Commencement Date and then annually for the duration of this Undertaking.

38. The FWO may make a request for copies of documents provided to or held by the Board in respect of the matters in paragraph 37.d). NAB will comply with all reasonable

requests from the FWO under this paragraph, subject to maintenance of legal professional privilege.

39. NAB will:

    a. ensure the Preliminary Audit Report is presented to, and noted by, its Board and the action taken to address any issues identified in the Preliminary Audit Report is reported to the Board;

    b. ensure the Compliance Audit Report is presented to, and noted by, its Board and the action taken to address any issues identified in the Compliance Audit Report is reported to the Board; and

    c. if there are any issues identified in the Compliance Audit that are subject to an Additional Audit, ensure the action taken to address those issues is reported to the Board.

40. The obligations imposed on NAB in the paragraphs of this Undertaking under the heading "Corporate governance and oversight" will apply for the duration of the Undertaking, unless otherwise agreed in writing by the FWO.

Design and deploy new payroll platform

41. NAB has committed to the design, development and implementation of a new payroll platform (**New Platform**) in Australia.

42. NAB has engaged a third party to develop and implement the New Platform. NAB acknowledges that any outsourcing arrangement does not diminish its responsibility to comply with its FW Act Obligations and undertakes to maintain appropriate oversight over its payroll provider(s).

43. The New Platform will be implemented after testing and then will be subject to a period of hypercare, during which dedicated resources will be in place to ensure the stabilisation of the New Platform. The Full Implementation Date will be the date on which NAB determines that the New Platform is stable and the period of hypercare has ended. NAB will notify the FWO:

    a. within 30 days of go-live, of the implementation of the New Platform (that implementation date being the **Go Live Date**); and

b. within 30 days of the Full Implementation Date.

44. The exact timing of the commencement of the New Platform will be determined by NAB having regard to the progress of design and implementation of the New Platform.

45. If NAB assesses the Go Live Date will not be within 12 months of the Commencement Date, NAB will, as soon as reasonably practicable, provide the FWO with an explanation as to why it will not be implemented within this timeframe and its expected timeframe for implementing the New Platform.

Implementation of new Enterprise Agreement

46. Recognising the role of enterprise agreement complexity in contributing to the Contraventions, NAB will endeavour to use future bargaining processes to improve the clarity, application and operationalisation of enterprise agreement clauses. The nominal expiry date for the 2024 Agreement is 31 December 2026. If a replacement enterprise agreement is approved by the Fair Work Commission (**FWC Approval Date**), within three years of the Commencement Date, paragraphs 47 to 51 of this Undertaking will apply.

47. Within a suitable time before the FWC Approval Date, NAB will establish a Steering Committee to oversee the operationalisation of its next enterprise agreement (**Replacement Agreement**). The Steering Committee will commence planning the operationalisation of the Replacement Agreement as soon as reasonably practicable.

48. The Steering Committee will be chaired by the Group Executive People & Culture and comprise of Executives with relevant expertise, as determined by NAB. In determining the membership of the Steering Committee, NAB will have regard to shared accountability for FW Act Obligations across its relevant business units including individuals and business units involved in negotiating the Replacement Agreement and individuals responsible for its operationalisation.

49. Before the commencement date of the Replacement Agreement (or after, as appropriate), the Steering Committee will:

a. ensure that a project plan for the implementation of the Replacement Agreement is created (**Project Plan**), which will document all clauses of the Replacement Agreement that differ meaningfully from the 2024 Agreement and articulate how

such clauses will be operationalised, including expected project milestones and timeframes;

b. review and formally endorse the Project Plan and any amendments to the Project Plan;

c. provide advice, guidance and support in ensuring operationalisation activity identified in the Project Plan occurs;

d. monitor progress of operationalisation activity identified in the Project Plan;

e. ensure that any features of the Replacement Agreement which resulted in changes to the New Platform were subject to Specialist Testing and adequately passed such testing to NAB's satisfaction;

f. provide final sign-off confirmation to the Group Executive People & Culture that the Project Plan has been fully executed; and

g. keep minutes as a record of outcomes and actions.

50. The Group Executive People & Culture will:

a. ensure adequate resources and budget are allocated to give effect to the Project Plan;

b. approve the Project Plan and any amendments to the Project Plan;

c. ensure that within four weeks of approving the Project Plan NAB provides a copy of the Project Plan to the FWO;

d. within four weeks of the date on which they receive the confirmation referenced in paragraph 49.f), ensure that NAB provides confirmation of the full execution of the Project Plan to the FWO.

51. The Group Executive People & Culture will be accountable for the implementation of the Replacement Agreement, and this will be reflected in NAB's accountability framework.

Preliminary Audit of New Platform

52. NAB undertakes to engage, at its cost, an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**External**

Independent Auditor) to conduct an independent audit of the New Platform's compliance with NAB's obligations in relation to the Preliminary Audit Obligations contained in Attachment E (**Preliminary Audit**).

53. NAB agrees that it will, by no later than three months after the Go Live Date, request the FWO's approval in writing (which shall not be unreasonably withheld taking into account the qualifications and experience of the proposed auditor) before engaging the External Independent Auditor for the Preliminary Audit.

54. NAB agrees that the Preliminary Audit will commence no later than three months after the FWO provides approval under paragraph 53.

55. The Preliminary Audit will:

    a. examine two full pay periods that occurred after the Go Live Date but before the commencement of the Preliminary Audit; and

    b. assess 5% of, or 15 employees entitled to a payment in respect of each of the Preliminary Audit Obligations, whichever is greater, or if there are fewer than 15 employees covered by a particular Preliminary Audit Obligation, all employees covered (**Preliminary Audit Sample Employees**); and

    c. assess whether NAB has complied with the Preliminary Audit Obligation with respect to the Preliminary Audit Sample Employees; and

    d. assess the adequacy of NAB's obligations and controls as described in GRACE in respect to the Preliminary Audit Obligations.

56. NAB will:

    a. use its best endeavours to ensure that, within six months of the commencement of the Preliminary Audit, the External Independent Auditor produces a draft written report on the Preliminary Audit and provides it directly to the FWO. The draft written report must set out the External Independent Auditor's findings, the methodology and any assumptions applied to calculate entitlements, and the facts and circumstances relevant to those findings. A copy of the draft written report will be provided to NAB at the same time, for the purpose of NAB providing

comments within one month regarding any factual inaccuracies contained within it;

b. within one month of the FWO providing any comments on the draft report to the External Independent Auditor, use its best endeavours to ensure the External Independent Auditor finalises the Preliminary Audit and provides a written report of the Preliminary Audit (**Preliminary Audit Report**) directly to the FWO and, at the same time, to NAB;

c. use its best endeavours to ensure that the Preliminary Audit Report includes the following declarations from the External Independent Auditor:

   i. the External Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;

   ii. an undertaking that, notwithstanding that the External Independent Auditor is retained by NAB, it has acted independently, impartially, objectively and without influence from NAB in preparing the Preliminary Audit Report;

   iii. the Preliminary Audit Report is provided in accordance with applicable professional standards (which will be listed in the Preliminary Audit Report); and

   iv. the Preliminary Audit Report is provided to the FWO for its benefit and the FWO can rely on it.

57. If the Preliminary Audit Report identifies any underpayments or under accrual of entitlements to the Preliminary Audit Sample Employees, NAB will:

a. conduct a reconciliation of the amounts paid to the Preliminary Audit Sample Employees and any other employees of NAB impacted by the findings applicable to the Preliminary Audit Sample Employees for the period from 15 February 2024 to the date of reconciliation;

b. rectify any underpayments and under accrual of entitlements identified with associated Interest and applicable superannuation; and

c. provide Reasonable Evidence to the FWO of any such reconciliation and rectification as soon as practicable.

58. If the Preliminary Audit Report identifies deficiencies in GRACE in relation to the obligations and controls assessed in accordance with paragraph 55.d), NAB will assess and implement any improvements reasonably necessary to address those deficiencies. NAB will provide a summary of any improvements made in GRACE to the FWO as soon as practicable.

59. If requested by the FWO, NAB will provide or request the External Independent Auditor to provide the FWO with all records and documents used to conduct the Preliminary Audit within 14 days of such a request.

Compliance Audit of New Platform

60. NAB undertakes to engage, at its cost, an External Independent Auditor to conduct an independent audit of the New Platform's compliance with the FW Act, the FW Regulations and either the Replacement Agreement or the 2024 Agreement, whichever is in force at the time of the audit (the **Audit Agreement**) (**Compliance Audit**).

61. NAB agrees that it will, no earlier than 1 October 2028 and no later than 1 August 2029, request the FWO's approval in writing (which shall not be unreasonably withheld taking into account the qualifications and experience of the proposed auditor) before engaging the External Independent Auditor for the Compliance Audit.

62. NAB agrees that the Compliance Audit will commence on a date to be determined by NAB, such date to be within nine months of receiving the approval from the FWO in paragraph 61.

63. The Compliance Audit will:

    a. examine two full pay periods falling within the three months before the commencement of the Compliance Audit;

    b. assess 5% of all employees that the Audit Agreement applies to, across a range of classifications, locations and employment types (**Sampled Employees**); and

    c. assess if the pay and conditions of the Sampled Employees during the relevant audit period are compliant with the FW Act, FW Regulations and the Audit Agreement.

64. NAB will:

a. ensure that the External Independent Auditor provides the FWO with the list of Sampled Employees 21 days before commencement of the Compliance Audit;

b. if, within 14 days of receiving the list of Sampled Employees, the FWO requests changes to the Sampled Employees, notify the External Independent Auditor to make the changes requested;

c. ensure that before the commencement of the Compliance Audit the External Independent Auditor is provided details of any matters of non-compliance with the FW Act, FW Regulations and the Audit Agreement that NAB is aware of at that time;

d. use its best endeavours to ensure that, within six months of the commencement of the Compliance Audit, the External Independent Auditor produces a draft written report on the Compliance Audit and provides it to the FWO. The draft written report must set out the External Independent Auditor's findings, the methodology and any assumptions applied to calculate employee entitlements, and the facts and circumstances relevant to those findings. The draft written report will distinguish between any matters of non-compliance disclosed by NAB under paragraph 64.c) and any other matters of non-compliance identified by the External Independent Auditor. A copy of the draft written report will be provided to NAB at the same time, for the purpose of NAB providing comments within one month regarding any factual inaccuracies contained within it;

e. within one month of the FWO providing any comments on the draft report to the External Independent Auditor, use its best endeavours to ensure the External Independent Auditor finalises the Compliance Audit and provides a written report of the Compliance Audit (**Compliance Audit Report**) directly to the FWO and, at the same time, to NAB;

f. use its best endeavours to ensure that the Compliance Audit Report includes the following declarations from the External Independent Auditor:

   i. the External Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;

ii. an undertaking that, notwithstanding that the External Independent Auditor is retained by NAB, it has acted independently, impartially, objectively and without influence from NAB in preparing the Compliance Audit Report;

iii. the Compliance Audit Report is provided in accordance with applicable professional standards (which will be listed in the Compliance Audit Report); and

iv. the Compliance Audit Report is provided to the FWO for its benefit and the FWO can rely on it.

65. If the Compliance Audit Report identifies any underpayments or under accrual of entitlements to the Sampled Employees, NAB will conduct a reconciliation of the amounts paid to them:

a. for the period from 15 February 2024 to the date of reconciliation, if the Audit Agreement is the 2024 Agreement; or

b. for the period from the commencement date of the Replacement Agreement to the date of reconciliation, if the Audit Agreement is the Replacement Agreement,

and rectify any underpayments or under accrual of entitlements identified with associated Interest and applicable superannuation.

66. NAB will provide to the FWO Reasonable Evidence of any such reconciliation and rectification as soon as practicable.

67. If any former employees identified in the Compliance Audit Report as having wage underpayments owing to them cannot be located or have their entitlement to receive monies verified (or have not provided bank account and superannuation fund details) after NAB has taken Reasonable Steps, NAB will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act with such payments to be made as soon as practicable (provided that there is no obligation on NAB to pay those amounts any earlier than the amounts payable in accordance with paragraph 25.c) of this Undertaking). NAB will complete the required documents supplied by the FWO for this purpose.

68. During the two year period commencing on the date payment is made by NAB under section 559 of the FW Act, as set out in paragraph 67 above, if the FWO is able to locate and contact any former employees of NAB who have had underpayments paid by NAB in accordance with section 559 of the FW Act, with the consent of the former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify NAB in writing of the name and contact details of the former employee. Within 28 days of receiving any such notice, NAB will (provided the former employee verifies themselves using NAB's established process and then provides bank account and superannuation fund details):

    a. pay to the former employee the Interest relating to their underpayments; and

    b. pay to the former employee's nominated superannuation fund the Superannuation Contribution and associated Interest relating to the Superannuation Contribution relating to that former employee.

69. If the Compliance Audit Report identifies an underpayment or under accrual of entitlements to any of the Sampled Employees, and the FWO reasonably believes that employees not included in the audit may be entitled to remediation, NAB will, where requested by the FWO, engage the same External Independent Auditor to undertake an additional audit to identify any underpayments in relation to all employees that the FWO considers may be entitled to remediation (**Additional Audit**). If any Additional Audit identifies any entitlement to remediation NAB will undertake the rectification steps at paragraphs 65 to 67 above. On request from the FWO, any Additional Audit may require the External Independent Auditor to review the associated controls in place in respect of the minimum entitlements identified with a view to identifying any further compliance enhancements for NAB's consideration. The Additional Audit must be paid for by NAB.

70. If requested by the FWO, NAB will provide or request the External Independent Auditor to provide the FWO with all records and documents used to conduct the Compliance Audit and/or Additional Audit within 14 days of such a request.

Letter of Assurance

71. Within 90 days of the completion of the Review Program or any reconciliation completed under paragraph 65 following the Compliance Audit and/or Additional Audit, whichever is later, NAB will provide to the FWO a Letter of Assurance signed by the Group Executive People & Culture in the terms as set out at Attachment F or as otherwise agreed between NAB and the FWO.

Worker Voice

72. NAB recognises the importance of maintaining and promoting various avenues for employees to engage with NAB regarding payroll compliance. Employees of NAB can currently raise concerns regarding payroll compliance directly with NAB through the following mechanisms:

    a. the raising of a grievance in relation to employment, including pay or other matters, under clause 73.1 of the 2024 Agreement, which allows for resolution of issues with an employee's People Leader, head of business unit and the FSU;

    b. the making of queries through NAB's Colleague Connect Portal, which allows for the raising of requests (which may be directed to payroll, employee relations or other relevant subject matter experts depending on the nature of the query) and a telephone number for urgent queries; and

    c. employees and former employees can utilise NAB's current WP to raise concerns in relation to potential underpayment matters. For any potential employee underpayment matters received by the WP, these will be dealt with in accordance with NAB's Group Whistleblower Protection Policy.

73. The channels for raising concerns specified in paragraph 72 will be promoted to the NAB workforce via NAB's internal intranet site by publishing an information article notifying employees of the mechanisms under paragraph 72 of this Undertaking.

74. NAB acknowledges that its analysis of employee complaint data and reporting channels can be strengthened to better support the identification of potential payroll issues and systemic non-compliance. Accordingly, NAB is developing and implementing processes to proactively identify payroll issues of a thematic or systemic nature, including issues

arising from common root causes that may impact multiple employees. Within 180 days of the Commencement Date, NAB will provide the FWO with a written report detailing the system and process improvements it has implemented to:

a. identify patterns, trends or emerging areas of non-compliance from employee complaint data and reporting channels; and

b. monitor the number of complaints open, escalated and resolved, including associated timeframes to address any such employee complaints.

75. Within 90 days, excluding any days within the 19 December 2026 to 10 January 2027 (inclusive) end of year festive period, of the Commencement Date, NAB will establish and convene a standing body which, for two years from the Commencement Date, will provide a regular forum for consultation between NAB, its employees and the FSU (subject to it agreeing to participate) on matters pertaining to compliance with monetary and leave entitlements under the FW Act and FW Regulations (**Consultative Body**). NAB will promote and use its best endeavours to encourage the FSU to promote, the establishment of the Consultative Body to NAB employees.

76. Within seven days of the Consultative Body being first convened, NAB will notify the FWO that this has occurred.

77. Unless otherwise agreed, the Consultative Body will comprise:

a. at least three FSU officials or representatives or employees nominated by the FSU; and

b. at least three NAB employees selected by NAB, which will include the executives accountable for Industrial Relations and Reward, Performance and Workforce Relations.

78. Should the FSU not nominate at least three FSU officials or representatives or employees pursuant to paragraph 77, NAB will nominate such number of employees necessary to ensure the composition of the Consultative Body meets the requirements of paragraph 77(a).

79. NAB will do all things necessary to enable the Consultative Body to meet at least four times per year, unless otherwise agreed. The Consultative Body may meet more frequently if required at the request of the FSU or NAB upon reasonable notice.

80. In each Consultative Body meeting, NAB will provide an update regarding:

    a. NAB's compliance with this Undertaking;

    b. updates on any deliverables in the Undertaking (including the status of the Review Program and issues/entitlements under investigation and to be remediated by NAB);

    c. themes of employee complaints made about compliance with monetary and leave entitlements under the FW Act and FW Regulations via the mechanisms in paragraph 72, any actions taken by NAB and timeframes for the resolution or escalation of such complaints;

    d. any identified systemic non-compliance with FW Act Obligations identified by NAB or brought to NAB's attention by the FSU or employees after the Commencement Date; and

    e. the data captured under paragraph 86, including at an aggregate level, Additional Hours worked since the update provided in the previous Consultative Body meeting (or in the case of the first meeting, in the previous quarter), the proportion of employees not recording actual hours, any interventions deployed by NAB and the outcomes of any interventions.

81. Updates provided under paragraph 80 will not include confidential, commercially sensitive information or any disclosure which would amount to a breach of law.

82. NAB will ensure any matter raised at a Consultative Body meeting requiring further consideration by NAB is escalated to the relevant Group Executive for consideration and will report back to the next Consultative Body meeting about the issue.

83. Subject to the Consultative Body remaining on foot, NAB will report to the Consultative Body on the final results of the Preliminary Audit, the Compliance Audit and any Additional Audit (if applicable) in the Consultative Body meetings.

84. Six months from the date the Consultative Body is first convened, and every six months thereafter for a period of two years from the Commencement Date, NAB will provide an update to the FWO regarding:

    a. membership of the Consultative Body as outlined in paragraph 77;

    b. key themes and issues raised within the Consultative Body in relation to NAB's compliance with the FW Act and FW Regulations; and

    c. updates provided to the Consultative Body regarding Undertaking deliverables.

Additional hours recording

85. NAB acknowledges that having accurate data on employee working hours is an important factor in ensuring NAB is compliant with its obligations under the FW Act and other industrial instruments, as well as assisting NAB to manage health and safety obligations.

86. To support this and in addition to NAB's current measures, by no later than three months after the Go Live Date (**Time Recording Implementation Date**) and for a minimum period of two years from this date, NAB will ensure it has the following measures in place in relation to hours worked by employees in Group 1 to Group 4 under the 2024 Agreement (or any equivalent classifications under the Replacement Agreement):

    a. require employees in Groups 1 and 2 to record their actual hours of work, including any Additional Hours; and

    b. require employees in Groups 3 and 4 to record, at a minimum, Additional Hours.

87. For a minimum period of two years after the Time Recording Implementation Date, NAB will implement a process of monitoring Additional Hours worked by employees in Groups 1 to 4 that will enable People Leaders and NAB's Health Safety and Wellbeing team to identify any compliance risks arising from Additional Hours of work. The process of monitoring Additional Hours worked will include a review of the Additional Hours worked in four-weekly intervals (**AH Review**) and where necessary the appropriate health, safety and wellbeing response based on the results of the AH Review.

Mandatory training

88. Within three months of the Full Implementation Date, NAB will, in consultation with the FSU, have developed training which satisfies paragraph 89 below and ensure that all Group 1 to 4 employees under the 2024 Agreement (or any equivalent classifications under the Replacement Agreement) and People Leaders of those employees have received a request to complete training which satisfies paragraph 89 below (**Additional Hours Recording Training**).

89. The Additional Hours Recording Training content delivered by NAB must:

    a. be developed by appropriate subject matter experts, which may include experts with knowledge of workplace relations, human resources and/or employment law; and

    b. cover, at a minimum:

        i. how and why employees in Groups 1 and 2 are to accurately record their actual hours of work;

        ii. how and why employees in Groups 3 and 4 are to accurately record any Additional Hours;

        iii. the process of approving and monitoring those hours recorded by NAB;

        iv. any related workplace directives to improve record keeping; and

        v. any related resources that are available for future reference.

90. NAB will use its best endeavours to ensure all employees who have received a request under paragraph 88 complete the Additional Hours Recording Training. No earlier than five months of the Full Implementation Date, NAB will provide to the FWO Reasonable Evidence of its request for the completion of Additional Hours Recording Training outlined at paragraph 89, including:

    a. a copy of the training materials used; and

    b. a schedule or list of the employees who received a request to complete the training, and where applicable, the date on which they completed the training (**Additional Hours Training Schedule**).

91. The FWO may:

    a. request updated versions of the Additional Hours Training Schedule. If NAB receives a request from the FWO under this paragraph it will provide an updated version of the Additional Hours Training Schedule within 21 days of the request;

    b. request Reasonable Evidence of the steps NAB has taken to ensure employees complete the Additional Hours Recording Training since the Full Implementation Date, which NAB will provide within 21 days of the request; and

    c. request that NAB takes additional steps to attempt to increase the number of employees who complete the Additional Hours Recording Training. NAB will use its best endeavours to take those steps within 21 days of the request, and where it cannot undertake the steps or where the steps are impractical, it will provide the FWO with an explanation in writing within 21 days of the request.

92. If a Replacement Agreement is approved by the Fair Work Commission within three years of the Commencement Date, then within three months of the commencement date of any Replacement Agreement, NAB will have developed training that satisfies paragraph 93 below and ensure that all employees covered by the Replacement Agreement and relevant People Leaders have received a request to complete training which satisfies paragraph 93 below (**Replacement Agreement Training**).

93. The Replacement Agreement Training content delivered by NAB must:

    a. be developed by appropriate subject matter experts, which may include experts with knowledge of workplace relations, human resources and/or employment law; and

    b. include:

        i. key records and inputs relevant to the calculation of monetary entitlements arising under the Replacement Agreement;

        ii. as applicable, how entitlements under the Replacement Agreement will be correctly calculated or applied including, without limitation, entitlements relating to base rates of pay, overtime rates, premium or penalty rates, public holiday, and leave entitlements;

iii. any related workplace directives to support compliance with calculating monetary and leave entitlements under the Replacement Agreement; and

iv. any related resources that are available for future reference.

94. NAB will use its best endeavours to ensure all employees who have received a request under paragraph 92 complete the Replacement Agreement Training. No earlier than five months of the commencement date of any Replacement Agreement and subject to NAB being required to comply with paragraph 92, NAB will provide to the FWO Reasonable Evidence of the completion of the Replacement Agreement Training outlined at paragraph 93 including:

a. a copy of the training materials used; and

b. a schedule or list of the employees who received a request to complete the Replacement Agreement Training and where applicable, the date on which they completed it (**Replacement Agreement Training Schedule**).

95. The FWO may request:

a. updated versions of the Replacement Agreement Training Schedule. If NAB receives a request from the FWO under this paragraph it will provide an updated version of the Replacement Agreement Training Schedule within 21 days of the request;

b. Reasonable Evidence of the steps NAB has taken to ensure employees complete the Replacement Agreement Training since the commencement date of the Replacement Agreement, which NAB will provide within 21 days of the request; and

c. that NAB takes additional steps to attempt to increase the number of employees who complete the Replacement Agreement Training. NAB will use its best endeavours to take those steps within 21 days of the request, and where it cannot undertake the steps or where the steps are impractical, it will provide the FWO with an explanation in writing within 21 days of the request.

Industry initiatives

96. Given NAB's position as a leading Australian financial institution, NAB commits to taking a leading role in helping drive sector-wide compliance in relation to workplace relations matters. In furtherance of that objective, NAB will:

    a. participate in or present at a FWO industry forum to share experiences and learnings regarding workplace relations compliance; and

    b. seek to present to the Interbank Forum to share experience and learnings on workplace relations compliance, in particular in relation to an approach to enterprise agreement drafting and operationalisation to support compliant implementation.

97. No later than 12 months after the Commencement Date, and thereafter on an annual basis until NAB has satisfied its obligations in paragraph 96, NAB will provide updates to the FWO regarding initiatives under paragraph 96, including details of any presentations given.

NOTICES

FWO Media Release

98. On or after the Commencement Date, the FWO will publish a media release on its website in respect of this Undertaking.

NAB Website Notice

99. Within seven days after the FWO publishes a media release on its website in respect of this Undertaking, NAB will issue a public statement in the form of Attachment B to this Undertaking (**Website Notice**).

100. NAB will cause the Website Notice to be displayed on:

    a. NAB's internal intranet site accessible to NAB employees via a hyperlink on the front page; and

    b. NAB's website, accessible through a hyperlink on the home page of https://www.nab.com.au.

101. NAB will ensure that the Website Notice remains on the home page of both NAB's intranet site and website for a period of 28 continuous days.

102. Within seven days of placing the Website Notice on its website, NAB will provide to the FWO Reasonable Evidence of its placement.

103. At the end of the 28-day period referred to in paragraph 101 above, NAB will provide written confirmation to the FWO that the Website Notice has been continuously displayed on the intranet site and website for that period.

Social Media Notice

104. Within seven days after the FWO publishes a media release on its website in respect of this Undertaking, NAB will place a post on its LinkedIn page (**Social Media Notice**).

105. The Social Media Notice must:

a. be posted to the NAB LinkedIn page, and "featured" on the LinkedIn page in public view;

b. remain on the LinkedIn page for a period of at least 28 continuous days; and

c. be in the form set out at **Attachment B**.

106. Within seven days of placing the Social Media Notice, NAB will provide to the FWO Reasonable Evidence of its posting.

107. At the end of the 28-day period referred to in paragraph 105 above, NAB will provide written confirmation to the FWO that the Social Media Notice has been continuously "featured" on its LinkedIn page for that period.

Apology to current Affected Employees

108. Within seven days after the FWO publishes a media release on its website in respect of this Undertaking, NAB will reiterate its contrition and provide a further written apology letter (**Apology**) by email to all of NAB's current Australia-based employees. The Apology will be in the same form of Attachment C to this Undertaking.

109. NAB will provide Reasonable Evidence to the FWO that the Apology has been sent to all of NAB's current Australia-based employees within 60 days of the FWO publishing the media release referred to in paragraph 98.

Contrition payment

110. Within 28 days of the Commencement Date, NAB will make a contrition payment of $2,000,000 to the Consolidated Revenue Fund.

111. NAB will provide evidence to the FWO of the contrition payment being paid within 14 days of making the payment.

EXTENSIONS OF TIME FOR COMPLETION

112. NAB may request an extension or reduction of a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably withhold agreement on a request for an extension or reduction of time.

113. Where a time specified for undertaking an obligation under this Undertaking is contingent on or follows from the time specified for the completion of another obligation under this Undertaking, and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

NO INCONSISTENT STATEMENTS

114. NAB must not, and must use its best endeavours to ensure that its officers, employees or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

ACKNOWLEDGEMENTS

115. NAB acknowledges that:

a. the FWO may:

i. make this Undertaking available on the FWO internet site at www.fairwork.gov.au;

ii. release a copy of this Undertaking pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);

iii. issue a media release in relation to this Undertaking;

iv. from time to time, publicly refer to the Undertaking and its terms; and

v. rely upon the admissions made by NAB set out in paragraph 13 above in respect of decisions taken regarding enforcement action in the event that NAB is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by NAB to comply with its obligations under this Undertaking;

b. consistent with the legislative note to subsection 715(4) of the FW Act, this Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out herein;

c. consistent with subsection 715(3) of the FW Act, NAB may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and

d. if NAB contravenes any of the terms of this Undertaking:

i. the FWO may apply to any of the Courts set out in subsection 715(6) of the FW Act for orders under subsection 715(7) of the FW Act; and

ii. this Undertaking may be provided to the Court as evidence of the admissions made by NAB in paragraph 13 above, and also in respect of the question of costs.

DICTIONARY

Unless the contrary intention appears, words in the singular include the plural, and other than terms defined, have their ordinary natural meaning.

- **2011 Agreement** means the *NAB Enterprise Agreement 2011*.
- **2014 Agreement** means the *NAB Enterprise Agreement 2014*.
- **2016 Agreement** means the *NAB Enterprise Agreement 2016*.
- **2024 Agreement** means the *NAB Enterprise Agreement 2024*.
- **Addendum** has the meaning in paragraph 14 of this Undertaking.
- **Addendum Request** has the meaning in paragraph D.2 of Attachment D to this Undertaking.
- **Additional Audit** has the meaning in paragraph 69 of this Undertaking.
- **Additional Hours** means any hours worked that exceed 38 hours in a week.
- **Additional Hours Recording Training** has the meaning in paragraph 88 of this Undertaking.
- **Additional Hours Training Schedule** has the meaning in paragraph 90 of this Undertaking.
- **Affected Employees** has the meaning in paragraph 16 of this Undertaking.
- **Agreed Document** has the meaning in paragraph 18 of this Undertaking.
- **AH Review** has the meaning in paragraph 87 of this Undertaking.
- **Apology** has the meaning in paragraph 108 of this Undertaking.
- **Applicable Agreements** means the 2011 Agreement, 2014 Agreement, 2016 Agreement and 2024 Agreement collectively.
- **Audit Agreement** has the meaning in paragraph 60 of this Undertaking.
- **Award** means the *Banking, Finance and Insurance Award 2010*.
- **Board** means the Board of Directors of NAB.

- **Board Reports** has the meaning in paragraph 37.b) of this Undertaking.
- **Colleague Connect Portal** means NAB's central employee self-service human resources platform. It provides employees with on-demand access to information, policies, articles, guidelines and processes relating to employment and workplace entitlements, and enables employees to raise, manage and track human resources requests and enquiries, including obtaining support from NAB's People & Culture teams.
- **Commencement Date** has the meaning in paragraph 2.b) of this Undertaking.
- **Commonwealth** means the Commonwealth of Australia.
- **Compliance Audit** has the meaning in paragraph 60 of this Undertaking.
- **Compliance Audit Report** has the meaning in paragraph 64.e) of this Undertaking.
- **Consolidated Revenue Fund** has the meaning in section 81 of the Australian Constitution.
- **Consultative Body** has the meaning in paragraph 75 of this Undertaking.
- **Contraventions** has the meaning in paragraph 13 of this Undertaking.
- **External Independent Auditor** has the meaning in paragraph 52 of this Undertaking.
- **FSU** means the Finance Sector Union.
- **Full Implementation Date** has the meaning in paragraph 43 of this Undertaking.
- **FW Act** means *Fair Work Act 2009* (Cth).
- **FW Act Obligations** means compliance with obligations relating to monetary and leave entitlements under the FW Act, the FW Regulations, the Applicable Agreements and any Replacement Agreement.
- **FWC Approval Date** has the meaning in paragraph 46 of this Undertaking.
- **FW Regulations** means the *Fair Work Regulations 2009* (Cth).
- **FWO** means Fair Work Ombudsman established by section 681 of the FW Act.
- **Go Live Date** has the meaning in paragraph 43 of this Undertaking.

- **GRACE** has the meaning in paragraph 21.f) of this Undertaking.
- **Group Executive** means an employee of NAB who is part of NAB's executive leadership team.
- **Group Executive People & Culture** means the Group Executive of NAB leading NAB's People & Culture Group.
- **Information Request** has the meaning set out in the table at paragraph D.6 of Attachment D to this Undertaking.
- **Interest** in relation to any underpayment identified is calculated from the pay period end date of the shortfall. Interest rates are calculated at Federal Court pre-judgment interest rates applied on a simple basis.
- **Interest Amount** has the meaning in paragraph 16.b) of this Undertaking.
- **Internal Pay Review** has the meaning in paragraph 5.b) of this Undertaking.
- **Leave Adjusted Employees** has the meaning in paragraph 17.
- **Letter of Assurance** has the meaning in paragraph 71 of this Undertaking.
- **NAB** means National Australia Bank Limited (ACN 004 044 937 /ABN 12 004 044 937).
- **New Platform** has the meaning in paragraph 41 of this Undertaking.
- **NES** means the National Employment Standards contained within the FW Act.
- **PAB** means Program Advisory Board.
- **Payment Updates** has the meaning in paragraph 28.c) of this Undertaking.
- **Payroll Issues Report** has the meaning in paragraph 27.a) of this Undertaking.
- **People Leader** means an individual, whether employed by NAB or employed or engaged by a third party to provide services to NAB, with the responsibility for the direct supervision, development and management of one or more employees who report to them.
- **Preliminary Audit** has the meaning in paragraph 52 of this Undertaking.
- **Preliminary Audit Obligations** has the meaning in Attachment E of this Undertaking.

- **Preliminary Audit Report** has the meaning in paragraph 56.b) of this Undertaking.
- **Preliminary Audit Sample Employees** has the meaning in paragraph 55.b) of this Undertaking.
- **Project Plan** has the meaning in paragraph 49.a) of this Undertaking.
- **Proposed Additional Contravention** has the meaning in paragraph D.2(a) of Attachment D to this Undertaking.
- **Reasonable Evidence** means such evidence as the FWO may reasonably require and which could reasonably be expected to satisfy a court of:
    - the truth of any fact asserted by NAB or by any of its servants or agents; and/or
    - the accuracy and correctness of any information provided by NAB, or by any of its servants or agents; and/or
    - compliance by NAB with any term of this Undertaking.
- **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact a former employee via a combination of email, SMS, postal address, in-app notifications (NAB internet and mobile banking) and/or targeted outbound calls using:
    - last known and any available contact details from employee files; or
    - NAB customer data where the former employee is or was a NAB customer to update contact details and make payments to the last known bank account where eligible customer account details match the last payroll account on file.
- **Relevant Period** means from 1 October 2012 to the Commencement Date.
- **Remediation Approach Concern** has the meaning set out in the table at paragraph D.6 of Attachment D to this Undertaking.
- **Replacement Agreement** has the meaning in paragraph 47 of this Undertaking.
- **Replacement Agreement Training** has the meaning in paragraph 92 of this Undertaking.

- **Replacement Agreement Training Schedule** has the meaning in paragraph 94 of this Undertaking.
- **Review Program** has the meaning in paragraph 12 of this Undertaking.
- **Review Program Plan** has the meaning in paragraph 27.b) of this Undertaking.
- **Sampled Employees** has the meaning in paragraph 63.b) of this Undertaking.
- **Social Media Notice** has the meaning in paragraph 104 of this Undertaking.
- **Steering Committee** has the meaning in paragraphs 47 and 48 of this Undertaking.
- **Superannuation Amount** has the meaning in paragraph 16.c) of this Undertaking.
- **Superannuation Contribution** means any outstanding amount of superannuation identified as an underpayment of superannuation during the Review Program.
- **Time Recording Implementation Date** has the meaning in paragraph 86 of this Undertaking.
- **Total Underpayment** has the meaning in paragraph 16 of this Undertaking.
- **Undertaking** has the meaning in paragraph 1 of this Undertaking.
- **Specialist Testing** means testing conducted by appropriate payroll systems specialists and then reviewed and verified by both its payroll and industrial relations teams.
- **Wage Underpayment** has the meaning in paragraph 16.a) of this Undertaking.
- **Website Notice** has the meaning in paragraph 99 of this Undertaking.
- **WP** means NAB's Whistleblower Program.

Executed as an undertaking

Executed by National Australia Bank Limited by its Attorney who holds the position of Level 1 Attorney under Power of Attorney dated 1 March 2007:

Sarah White, Group Executive, People & Culture
(Name and role of Attorney)

(Signature of Delegate)

5 / 11 / 26
(Date)

in the presence of:

KATIE BEZETT, HEAD OF EMPLOYMENT LEGAL
(Name and role of Attorney)

(Signature of Delegate)

ACCEPTED by the Fair Work Ombudsman pursuant to subsection 715(2) of the *Fair Work Act 2009* on:

Michael Campbell
Group Manager Operations
(Name and role of Delegate)

(Signature of Delegate)

10 November 2026
(Date)

Delegate for the Fair Work Ombudsman

in the presence of:

(Signature of witness)

Louise Cato
(Name of Witness)

ATTACHMENT A – LIST OF IDENTIFIED CONTRAVENTIONS

Contravention	FW Act provision	Instrument	Clause(s)	Issue / Internal Pay Review / Review Program reference
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable minimum entitlements for ordinary hours, including as a result of using incorrect fortnightly and part time divisors and implementing salary increases.	**Section 50**	**2011 Agreement**	6.3(b), 9, 12, 14, 19 and Appendix D	[redacted]
	Section 50	**2014 Agreement**	6.4(b), 8.6, 8.7, 8.8, 8.9, 10, 11 and Appendix D	
	Section 50	**2016 Agreement**	6.4(b), 8.4, 8.5, 10, 11 and Appendix D	
	Section 50	**2024 Agreement**	6, 8, 11 12 and Appendix A	
Failing to ensure that eligible employees received an increase to base pay on commencement of the 2024 Agreement and end of year payment	**Section 50**	**2024 Agreement**	2 and 3.3 of Appendix E	
Failing to ensure that eligible employees were paid amounts sufficient to meet entitlements for income adjustment payments following a restructure.	**Section 50**	**2016 Agreement**	55.13	
Failing to conduct timely quarterly reconciliations against the Award for eligible employees (or failing to correctly conduct reconciliations), including failing to pay any identified shortfalls from those reconciliations to meet applicable entitlements.	**Section 50**	**2016 Agreement**	2.4 and 2.5 of Appendix D	
	Section 50	**2024 Agreement**	18.2, 18.3	
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable entitlements when job sharing.	**Section 50**	**2011 Agreement**	38.5	
	Section 50	**2014 Agreement**	32.5	
	Section 50	**2016 Agreement**	32.6	
	Section 50	**2024 Agreement**	23.3	
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable superannuation entitlements.	**Section 50**	**2011 Agreement**	26.6	
	Section 50	**2014 Agreement**	20.6	
	Section 50	**2016 Agreement**	20.6	
	Section 50	**2024 Agreement**	15.2	
Failing to ensure that eligible employees were paid amounts sufficient to meet overtime, premium rates, shift loading, standby, call back and telephone support entitlements and failing to ensure that eligible employees received unpaid meal breaks.	**Section 50**	**2011 Agreement**	6.3(f), 6.4(i)(iii), 28.2, 28.3, 28.4, 31.6, 31.8, 31.9, 31.10, 32.1, 33, 5 and 6 of Appendix C	
	Section 50	**2014 Agreement**	6.4(f), 6.5(i)(iii), 22.2, 22.3, 22.4, 25.6, 25.8, 25.9, 25.10, 26.1, 27, 6 and 7 of Appendix C	

	Section 50	**2016 Agreement**	6.4(f), 6.5(i)(iii), 22.2, 22.3, 22.4, 25.6, 25.8, 25.9, 25.10, 26.1, 27, 6 and 7 of Appendix C	[redacted]
	Section 50	**2024 Agreement**	6, 24, 30.1, 31, 32, 33, 50 and 5 of Appendix C	
Failing to ensure that eligible employees were paid amounts sufficient to meet their entitlement to audit, meal, district, representative duties, higher duties and special duties allowances.	**Section 50**	**2011 Agreement**	18, 20.2, and 1.1, 1.2, 1.3, 1.4, 1.5, 2, 3.1, 7.1 and 9 of Appendix C	
	Section 50	**2014 Agreement**	15, 16.2, and 1, 2.1, 2.2, 2.3, 2.4, 2.5, 3, 4.1, 8.1 and 10 of Appendix C	
	Section 50	**2016 Agreement**	15, 16.1, and 1, 2.1, 2.2, 2.3, 2.4, 2.5, 3, 4.1, 8.1, 10 of Appendix C	
	Section 50	**2024 Agreement**	2 and 3.1 of Appendix B	
Failing to ensure that eligible employees engaged in 12-hour shift work were paid amounts sufficient to meet the consolidated allowance.	**Section 50**	**2016 Agreement**	1 of Appendix E	
	Section 50	**2024 Agreement**	1 of Appendix C	
Failing to ensure that eligible employees were paid amounts sufficient to meet entitlements due on termination, including annual leave accrued but not taken and payment in lieu of notice.	**Section 50**	**2011 Agreement**	45.10, 49.11, 56.1 and 61.3	
	Section 50	**2014 Agreement**	39.11, 43.10, 51.1 and 56.3	
	Section 50	**2016 Agreement**	39.11, 43.7, 51.1 and 56.3	
	Sections 44, 90(2), 117			
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable redundancy entitlements under the National Employment Standards.	**Sections 44, 119**			
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable retrenchment payment.	**Section 50**	**2011 Agreement**	61.5	
	Section 50	**2014 Agreement**	56.5	
	Section 50	**2016 Agreement**	56.5	
Failing to ensure the accuracy of leave accruals of eligible employees, including leave taken on half pay.	**Section 50**	**2011 Agreement**	45.2, 45.3, 45.10 and 51.1	
	Section 50	**2014 Agreement**	39.2, 39.3, 39.11 and 45.1	
	Section 50	**2016 Agreement**	39.2, 39.3, 39.11 and 45.1	

	Section 50	**2024 Agreement**	36.1, 36.2, 36.8 and 42.1	[redacted]
	Sections 44, 87(2), 90(2), 96(1)			
Failing to ensure that eligible employees who were required by NAB to perform work in a specified (remote) location or were 24/7 continuous shift workers accrued an additional week of annual leave.	**Section 50**	**2011 Agreement**	45.2(b)	
	Section 50	**2014 Agreement**	39.2(b)	
	Section 50	**2016 Agreement**	39.2(b)	
Failing to ensure that eligible employees taking or cashing out annual leave were paid amounts sufficient to meet entitlements for annual leave loading.	**Section 50**	**2011 Agreement**	45.11 and 46.5	
	Section 50	**2014 Agreement**	39.12 and 40.5	
	Section 50	**2016 Agreement**	39.12 and 40.5	
Failing to ensure that eligible employees were paid amounts sufficient to meet entitlements for prolonged sick leave.	**Section 50**	**2011 Agreement**	51.7	
	Section 50	**2014 Agreement**	45.6	
	Section 50	**2016 Agreement**	45.8	
Failing to ensure that eligible employees received sufficient accruals and payments to meet applicable long service leave entitlements.	**Section 50**	**2011 Agreement**	49, 61.6 and 33 of the NAB Award 2002 (incorporated pursuant to clause 3)	
	Section 50	**2014 Agreement**	43, 56.6 and 33 of the NAB Award 2002 (incorporated pursuant to clause 3)	
	Section 50	**2016 Agreement**	43, 56.6 and 33 of the NAB Award 2002 (incorporated pursuant to clause 3)	
	Section 50	**2024 Agreement**	38 and 58.6	
	Sections 44, 113			
Failing to ensure eligible employees were paid compensating leave.	**Section 50**	**2011 Agreement**	48	
	Section 50	**2014 Agreement**	42	
	Section 50	**2016 Agreement**	42	
Failing to ensure that eligible employees accrued or were paid amounts sufficient to meet entitlements for leave in lieu of payment for travelling time.	**Section 50**	**2016 Agreement**	9.7 of Appendix C	
	Section 50	**2024 Agreement**	5.2 of Appendix B	
Failing to ensure that eligible employees were paid amounts sufficient to meet entitlements which were adjusted due to a lifestyle leave agreement.	**Section 50**	**2011 Agreement**	40	
	Section 50	**2014 Agreement**	34	
	Section 50	**2016 Agreement**	34	
Failing to ensure that eligible employees were paid amounts sufficient to meet	**Section 50**	**2014 Agreement**	50.4	
	Section 50	**2016 Agreement**	27, 50.4, 2 and 3 of Appendix C	

applicable family domestic violence support leave.	**Section 50**	**2024 Agreement**	35, 41.3	[redacted]
	Sections 44, 106BA			
Failing to ensure that eligible employees accessing 'keeping in touch days' were paid sufficient amounts to meet their entitlements to remuneration, superannuation and leave accruals.	**Section 50**	**2016 Agreement**	22, 23, 37, 39.2, 39.3, 45	
	Section 50	**2024 Agreement**	30.1, 31.3, 36.1, 42.1, 2 of Appendix D, 7 of Appendix G	
	Section 79A			
Failing to pay eligible employees amounts sufficient to meet entitlements for taking paid primary carer's leave, including superannuation contributions for eligible employees.	**Section 50**	**2011 Agreement**	43.14 and 43.16	
	Section 50	**2014 Agreement**	37.2 and 37.13	
	Section 50	**2016 Agreement**	37.2 and 37.15	
Failing to ensure that eligible employees were paid amounts sufficient to meet applicable entitlements in respect of work performed on public holidays and public holidays not worked.	**Section 50**	**2011 Agreement**	28, 29.6, 31.9, 33.7, 45.4, 45.11, 47, Appendix B, 1, 5, 6 and 7 of Appendix C, and Appendix E	
	Section 50	**2014 Agreement**	22, 23.6, 25.9, 27.7, 39.4, 39.12, 41,43.6, and 2, 6, 7 and 8 of Appendix C	
	Section 50	**2016 Agreement**	22, 23.6, 25.9, 27.7, 39.4, 39.12, 41, 43.6, 2, 6, 7 and 8 of Appendix C, and Appendix E	
	Section 50	**2024 Agreement**	30.1, 31.3, 32, 33.4, 36.3, 50, 2 and 5.2 of Appendix B, and Appendix D	
	Sections 44, 89(1), 116			

ATTACHMENT B – INTRANET, WEBSITE AND SOCIAL MEDIA NOTICE

National Australia Bank Limited (**NAB**) has entered into an Enforceable Undertaking (**EU**) with the Fair Work Ombudsman (**FWO**).

The EU has been provided in relation to NAB's review and remediation of its payroll issues, which determined that NAB contravened the *Fair Work Act 2009* (Cth) in relation to certain provisions of the National Employment Standards and the 2011, 2014, 2016 and 2024 *NAB Enterprise Agreements*. As a result, NAB failed to ensure eligible employees received correct pay, superannuation, leave, allowances, overtime, redundancy, termination and public holiday entitlements.

NAB has admitted the contraventions to the FWO and that they have given rise to underpayments of more than $136,300,000 to 65,999 current and former NAB employees in the period from 1 October 2012 to date.

NAB has been undertaking a program of work to ensure all staff affected have been identified and remediated. The payroll review and remediation is ongoing. NAB is also investing in improving employee systems, processes and support including a new human resources information system and payroll platform.

NAB Group Executive People & Culture, Sarah White said: "We take our payroll obligations extremely seriously as a basic element in employing people. We sincerely apologise for these unintended errors. We have and will continue to remediate anyone who has been impacted."

Under the terms of the EU, NAB will undertake activities to ensure its ongoing compliance. These include finalising NAB's payroll review and remediation program, implementing a new payroll platform and time recording process, implementing Board reporting processes and engaging a third party auditor to conduct at least two audits to assess compliance.

A copy of the EU can be accessed on the FWO's website.

We will notify you directly, if we haven't already, if you have been affected by any payroll errors, regardless of the size of the issue.

If you have an enquiry about the EU or the payroll review and remediation program, you can email NAB at Payroll.Remediation@nab.com.au .

You can also contact the FWO via www.fairwork.gov.au or on 13 13 94.

NAB thanks the FWO for its assistance in working through this issue.

ATTACHMENT C – APOLOGY TO CURRENT NAB EMPLOYEES

Dear colleagues,

I wanted to let you know that NAB has entered into an Enforceable Undertaking (**EU**) with the Fair Work Ombudsman (**FWO**).

The EU has been provided in relation to NAB's review and remediation of its payroll issues, which determined that NAB contravened the *Fair Work Act 2009* (Cth) in relation to certain provisions of the National Employment Standards and the 2011, 2014, 2016 and 2024 *NAB Enterprise Agreements.* As a result, NAB has failed to ensure eligible colleagues received correct pay, superannuation, leave, allowances, overtime, redundancy, termination and public holiday entitlements.

We take our payroll obligations extremely seriously as a basic element in employing people. We sincerely apologise for these unintended errors. We have and will continue to remediate anyone who has been impacted.

Under the terms of the EU, NAB will undertake activities to ensure its ongoing compliance. These include finalising NAB's payroll review and remediation program, implementing a new payroll platform and time recording process, implementing Board reporting processes and engaging a third party auditor to conduct at least two audits to assess compliance.

A copy of the Enforceable Undertaking can be accessed on the FWO's website.

NAB's payroll review and remediation program is ongoing. We will notify you directly, if we haven't already, if you have been affected by any of the payroll errors, regardless of the size of the issue.

If you have an enquiry about this Undertaking or the payroll review and remediation program, you can raise a Payroll Governance query via go/cc . You can also contact the FWO via www.fairwork.gov.au or on 13 13 94.

Sincerely,

Sarah White

Group Executive People & Culture

ATTACHMENT D – ADDENDA FOR ADDITIONAL CONTRAVENTIONS

D.1 This Attachment D sets out an agreed process by which the FWO and NAB may enter into an Addendum, as set out in paragraph 14 of the Undertaking.

Addendum Requests by NAB

D.2 NAB may make a request in writing to the FWO under paragraph D.3 of this Attachment to the Undertaking to discuss making an Addendum (**Addendum Request**), if:

(a) NAB has identified contraventions of the FW Act or the FW Regulations in addition to those set out in paragraph 13 and identified in Attachment A of the Undertaking which have, or will be quantified and rectified through the Review Program (**Proposed Additional Contravention**); and

(b) NAB wishes for any Proposed Additional Contraventions to be added to the Contraventions that are the subject of the Undertaking.

D.3 NAB may only make an Addendum Request in relation to contraventions that are identified and referred to the Review Program by 30 June 2028 and included in Payroll Issues Reports provided to the FWO (unless otherwise agreed with the FWO).

D.4 NAB may not make any Addendum Requests after 30 June 2029 (unless otherwise agreed with the FWO).

D.5 An Addendum Request:

(a) is to be made by or on behalf of NAB to an officer of the FWO nominated at the Commencement Date (or varied by the FWO in writing at any time);

(b) must include the following information, to ensure that the FWO is able to form a reasonable belief as to whether a contravention has occurred, within the meaning of section 715(1) of the FW Act:

(i) details of the Proposed Additional Contravention, including (as applicable) relevant clauses of the relevant industrial instrument, the FW Act and the relevant regulations of the FW Regulations;

(ii) sufficient detail to understand all relevant assumptions, methodology and interpretations adopted by NAB in determining that there has been a

contravention of the relevant clause of the relevant enterprise agreement and the FW Act, or the regulation of the FW Regulations;

(iii) the number of employees affected by the Proposed Additional Contravention; and

(iv) the quantum of underpayment (if any) resulting from the Proposed Additional Contravention;

(c) must be accompanied by documentary evidence to support the matters set out in paragraph D.5(b) including:

(i) any calculations performed by NAB in relation to the Proposed Additional Contravention;

(ii) any communications with affected employees (whether individually or as a group) about the Proposed Additional Contravention, including in relation to the assumptions, methodology or interpretations used in determining that the Proposed Additional Contravention has occurred;

(iii) employee records for:

(1) a sample of 5% of employees affected by the Proposed Additional Contravention, with a minimum sample size of 5 employees; or

(2) all affected employees if the Proposed Additional Contravention affects fewer than 5 employees;

(d) must include a statement that NAB is prepared to provide an admission in an Addendum for the Proposed Additional Contravention.

FWO response to an Addendum Request and further actions by NAB

D.6 Within 60 days of receiving an Addendum Request, the FWO will provide a response to NAB in writing, which will take the form of one of the four responses set out in column 2 of the table below and, where applicable, will require a response by NAB set out in column 3 of the table below:

Column 1	Column 2	Column 3
Response Name	**FWO conclusion based on the information provided to the FWO in accordance with paragraph D.3**	**Action required by NAB**
Acceptance	• Where the FWO has sufficient information to form a reasonable belief that the Proposed Additional Contravention has occurred and is satisfied with the remediation approach adopted by NAB in relation to the Proposed Additional Contravention, and is willing to enter into discussions to make an Addendum for the purpose of paragraph 14 and Attachment D.	*None – the FWO will take the step set out in paragraph D.10.*
Remediation Approach Concern	• If the FWO considers that the remediation approach adopted by NAB in relation to the Proposed Additional Contravention is not compliant with the FW Act or the relevant enterprise agreement the FWO will respond to NAB. • The response to NAB will set out the reasons for the FWO's views and invite NAB to either (a) accept the FWO's position; or (b) provide a response to the FWO's	NAB is to inform the FWO in writing within a further 28 days: • whether it will agree to adopt the FWO's views on approach to remediation and, if applicable, conduct any further remediation of underpayments in

	position, which will be considered by the FWO. • However, if NAB accepts the FWO's position and agrees to amend its remediation approach in a way that will be set out in the response (and, if applicable, conduct any further remediation of underpayments in accordance with those views), the FWO would be willing to enter into discussions to make an Addendum for the purpose of paragraph 14 and Attachment D. • If NAB provides a response to the FWO's position (in accordance with Column 3), the FWO will consider that response and advise NAB if it agrees with the position put by NAB. If the FWO does agree, the FWO would be willing to enter into discussions to make an Addendum for the purpose of paragraph 14 and Attachment D. • If NAB provides a response to the FWO's position (in accordance with Column 3), and the FWO does not agree with NAB's position, the FWO would be	accordance with those views; or • of the reasons why NAB disagrees with the FWO's position.

	willing to enter into discussions to make an Addendum for the purpose of paragraph 14 and Attachment D if NAB agrees to amend its remediation approach and conduct any further remediation in accordance with the FWO's position.	
Information Request	• If the FWO does not have sufficient information to properly respond to the Addendum Request the FWO will respond to NAB. • The response will set out any further information or documents the FWO may reasonably require.	NAB is to provide to the FWO, within a further 28 days, any information or documents requested.
Other refusal	• The FWO cannot agree to the Addendum Request for a reason other than a Remediation Approach Concern or Information Request (for example, because it does not fall within the scope of paragraph D.2 or satisfy the requirements in paragraph D.3). • The response will set out the reasons for the FWO's views.	*None – the Addendum Request will lapse, unless NAB is able to address the FWO's concerns to FWO's reasonable satisfaction. This does not prevent NAB making a further request that relates to the same conduct.*

D.7 If NAB provides the requested information or documents to the FWO in response to

an Information Request response, the FWO agrees to reconsider the material as if it were a fresh Addendum Request and provide another response as set out in paragraph D.6.

D.8 Where the FWO provides a Remediation Approach Concern response to NAB, but NAB does not wish to adopt the FWO's views in its remediation of the Proposed Additional Contravention:

(a) NAB may, as part of providing the response set out in column 3 of the table in paragraph D.6, provide the FWO with further material to explain its position. The FWO agrees to reasonably consider that material, but is not obliged to amend its position;

(b) the FWO and NAB may agree to (but are not obliged to) hold discussions or exchange correspondence at any time about the assumptions, methodology or interpretation of the Proposed Additional Contravention;

(c) if, following any further consideration, discussions or correspondence set out in paragraphs D.8(a) or D.8(b), the FWO and NAB jointly agree to adopt a position that is different from the Remediation Approach Concern, the FWO will send NAB an Acceptance in writing that reflects the agreement reached;

(d) at any time after NAB provides the response set out in column 3 of the table in paragraph D.6, either the FWO or NAB may inform the other party in writing that they no longer wish to pursue an Addendum Request in response to that Proposed Additional Contravention.

D.9 For the avoidance of doubt, the extension of time procedure in paragraphs 112 and 113 of the Undertaking applies to the procedure set out in this Attachment D.

Provision and content of an Addendum

D.10 Within 28 days of the FWO providing NAB with an Acceptance or receiving an agreement by NAB to adopt the FWO's views and (if applicable) conduct further remediation in response to a Remediation Approach Concern, the FWO will provide NAB with a draft Addendum concerning the Proposed Additional Contravention. The FWO and NAB agree to hold discussions to finalise the Addendum as soon as possible.

D.11 An Addendum may include the following material:

(a) recitals relating to the Proposed Additional Contravention, including reference to (but not copies of) any exchange of correspondence between NAB and the FWO about the methodology; and

(b) the FWO's reasonable belief, and NAB's admission, of the Proposed Additional Contravention.

No Addendum except as agreed in writing

D.12 The parties agree that no Addendum is entered into unless a document is executed by both parties following the procedure set out in this Attachment D.

Definitions

D.13 For the avoidance of doubt defined terms or definitions used in this Attachment D have the same meaning as those used in the Undertaking and referrable to the Dictionary of the Undertaking.

ATTACHMENT E – PRELIMINARY AUDIT OBLIGATIONS

E.1 This Attachment E sets out the entitlements which will be tested by the Preliminary Audit (**Preliminary Audit Obligations**).

E.2 The Preliminary Audit will test, in relation to the Preliminary Audit Sample Employees whether NAB is:

(a) correctly paying Base Pay to full-time and part-time employees;

(b) correctly paying employees superannuation contributions for full-time and part-time employees on parenting leave;

(c) correctly accruing leave for employees during periods in which they take leave at half pay;

(d) correctly calculating overtime pay for Group 1 and 2 employees when it pays them overtime under the 2024 Agreement; and

(e) only if the 2024 Agreement is still in operation, correctly paying the Shift Worker Additional Payment as required by clause 36.2 of the 2024 Agreement, following the implementation of the New Platform.

ATTACHMENT F – LETTER OF ASSURANCE

The Fair Work Ombudsman
Office of the Fair Work Ombudsman
GPO Box 9887
Sydney NSW 2001

Dear Fair Work Ombudsman,

We are writing on behalf of National Australia Bank Limited (ABN 12 004 044 937) (**NAB**).

NAB self-reported that it had identified instances of underpayments in respect of [INSERT LIST OF ALL UNDERPAYMENTS UNDER THE APPLICABLE AGREEMENTS AND ANY REPLACEMENT AGREEMENT].

These instances resulted in:

- non-compliance with section 44 of the *Fair Work Act 2009* (**FW Act**) through non-compliance with the National Employment Standards (**NES**).
- non-compliance with section 50 of the FW Act through non-compliance with the *NAB Enterprise Agreement 2011*, the *NAB Enterprise Agreement 2014*, the *NAB Enterprise Agreement 2016*, the *NAB Enterprise Agreement 2024* and [IF RELEVANT, INSERT ANY REPLACEMENT AGREEMENT] (collectively, the **Agreements**); and
- underpayments of over $[AMOUNT] to [NUMBER] current and former employees of NAB.

We write to provide the Fair Work Ombudsman with my assurance that we are satisfied that:

- the process by which NAB calculated the underpayments of wages and superannuation to its current and former employees was correctly undertaken;
- NAB has implemented measures to maintain employee records as required by the FW Act;
- NAB has implemented measures to support compliance with the FW Act as it relates to the [INSERT CURRENT INDUSTRIAL INSTRUMENT];
- as of [INSERT DATE OF LETTER], all current and former employees impacted by the underpayments (apart from those who have not been able to be located by NAB, have not had their entitlement to receive monies verified and/or have not provided bank account or superannuation fund details), have been paid their entitlements (plus interest and superannuation) under the Agreements.

NAB has remediated all issues as a matter of priority and is committed to minimising the risk of future non-compliance with the FW Act and FW Regulations.

Sincerely,

[signature]