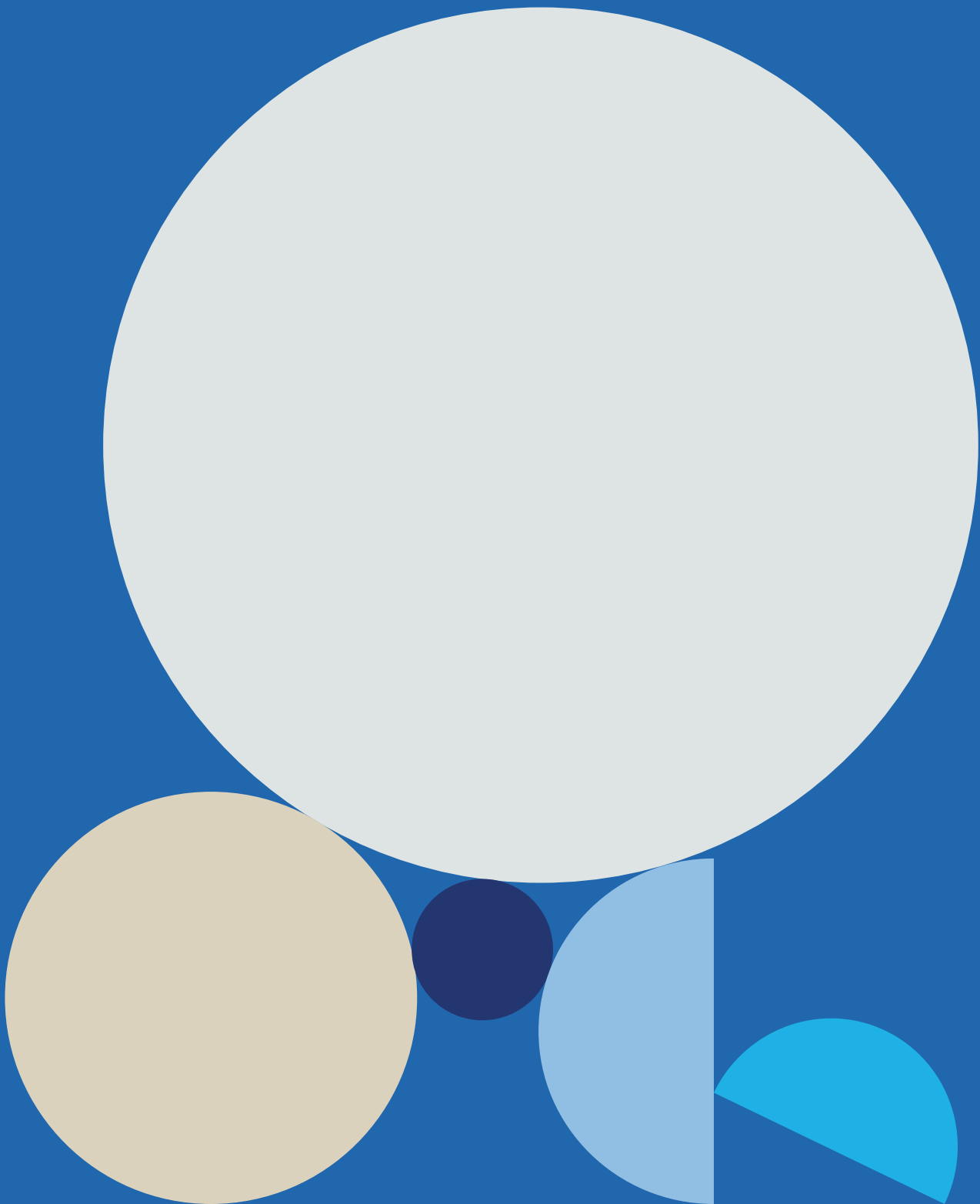


Supplier Code of Conduct



Content

1. General	3
2. Environmental protection and sustainability	4
3. Society and social affairs	4
3.1. Human rights	4
3.2. Prohibition of forced and compulsory labour	4
3.3. Prohibition of child labour	5
3.4. Ensuring freedom of association and the right to collective bargaining	5
3.5. Reasonable remuneration	5
3.6. Health protection and safety of the work areas	5
3.7. Non-discriminatory working environment, diversity and inclusion	5
4. Corporate governance	6
4.1. Data protection	6
4.2. Protection of confidentiality and business secrets	6
4.3. Transparency in the involvement of third parties	6
4.4. Combating bribery and corruption	6
4.5. Anti-money laundering, combating the financing of terrorism	6
4.6. Trade and economic sanctions	6
4.7. Retention and management of records	6
4.8. Antitrust law and fair competition	6
4.9. Trading with securities	7
4.10. Conflicts of interest	7
4.11. Supply chains	7
5. Implementation of the Supplier Code of Conduct	8
5.1. Obligation of the supplier and its business partners	8
5.2. Documentation and testing	8
5.3. Reporting obligations	8
5.4. Consequences of infringements	8
5.5. Adjustments	8
5.6. Subsidiarity	8

1. General

Zurich Group Germany ("Zurich") is committed to becoming one of the most responsible and effective companies in the world. When working with suppliers, Zurich is about sharing its own values and setting high standards for the conduct of those it represents or does business with.

We therefore expect our suppliers to conduct their business with integrity and in compliance with high ethical, social and environmental standards.

To this end, the standards set out in this *Supplier Code of Conduct* shall be recognised by our suppliers and also implemented in relation to our suppliers' business partners.

This *Supplier Code of Conduct* is based on the ten principles of the UN [Global Compact](#)¹, the [Guidelines for Multinational Enterprises of the Organisation for Economic Co-operation and Development](#) (OECD)² and the [core labour standards of the International Labour Organisation](#) (ILO)³.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

² <https://mneguidelines.oecd.org/48808708.pdf>

³ <https://www.ilo.org/berlin/arbeits-und-standards/kernarbeitsnormen/lang--de/index.htm>

2. Environmental protection and sustainability

The Supplier shall conduct its business activities in a sustainable and environmentally responsible manner and implement appropriate measures to protect the environment.

The supplier undertakes

- comply with all applicable legislation on sustainability and environmental protection, in particular the [Minamata Convention](#)⁴, the [Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants \(POPs Convention\)](#)⁵ and the [Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989](#)⁶;
- take reasonable steps to avoid or minimise any potential adverse environmental impacts that may arise from its business activities and to take appropriate compensatory measures in relation to carbon emissions, water and energy consumption, mobility, use of single-use plastics, paper consumption, operational waste; and
- put in place appropriate structures and mechanisms to reduce adverse environmental impacts arising from business activities.

If the Supplier or its affiliated company has an annual turnover of more than forty million (40 million) EUR and/or more than 250 employees (FTE⁷), the Supplier additionally undertakes to

- to record and measure any adverse effects of its business activities on the environment and to implement measures for the reduction of adverse effects;
- Report transparently, upon Zurich's request, any adverse environmental impacts from its business activities and the measures it has taken to mitigate the adverse impacts; and

work with its own business partners and suppliers in its value chain to minimise adverse environmental impacts from their operations.

3. Society and social affairs

Zurich works with suppliers who implement responsible and sustainable business practices and adhere to industry-leading environmental, social and governance risk management standards and practices to be pioneers, advisors and role models for a better future.

3.1. Human rights

Zurich expects suppliers to conduct their business with integrity and in compliance with high ethical standards. These include, in particular, the implementation of the principles of the UN Global Compact, the Guiding Principles for Multinational Enterprises of the Organisation for Economic Development and Cooperation (OECD) and the core labour standards of the International Labour Organization (ILO), which are considered fundamental to the definition of human rights in the workplace.

3.2. Prohibition of forced and compulsory labour

The supplier shall prevent forced and compulsory labour and take measures to prevent forced and compulsory labour within its supply chain; this includes, in particular, measures to ensure that persons working for the supplier are free to enter into an employment relationship with the supplier and to terminate this relationship with reasonable notice.

⁴ <https://www.mercuryconvention.org/en/documents/minamata-convention-mercury-text-and-annexes>

⁵ https://www.bmu.de/fileadmin/Daten_BMU/Download_PDF/Gesundheit_Umwelt/stockholmer_uebereinkommen_pop.pdf

⁶ https://www.bmu.de/fileadmin/Daten_BMU/Download_PDF/Abfallwirtschaft/basler_uebereinkommen.pdf

⁷ Full Time Equivalent

3.3. Prohibition of child labour

Children may not be employed or otherwise involved in any phase of the entrepreneurial activity by the supplier or its suppliers. Within the scope of its business activities and those of its business partners, the supplier shall ensure that the minimum standards of the ILO core labour standards on the minimum age for admission to employment and on the prohibition of child labour are complied with by implementing appropriate measures.

3.4. Ensuring freedom of association and the right to collective bargaining

The supplier shall guarantee freedom of association and the right to collective bargaining within the scope of its business activities. The supplier shall in particular ensure that employees can openly and without fear of disadvantage exchange views with the company management on working conditions and are entitled to join interest groups, in particular to join a trade union or to passively or actively support its activities or to set up or participate in their own company representative bodies.

3.5. Adequate remuneration

The supplier will implement legal or collectively agreed requirements on minimum wages, overtime regulations and social benefits. Requirements on working hours must at least comply with the applicable laws of the country of production, industry standards or the relevant ILO core labour standards, whichever is stricter.

3.6. Health protection and safety of the work areas

The supplier shall design and maintain its work areas in such a way that they can be used free of health hazards; in particular, the supplier shall design its work areas in such a way that accident, emergency, health or safety hazards are prevented and the health of employees is promoted, also due to high hygienic standards.

The supplier shall refrain from any conduct or action that could endanger its employees, Zurich's employees or third parties.

The Supplier shall record and evaluate all safety or health concerns, risks or hazards and reduce them sustainably through appropriate measures.

3.7. Non-discriminatory working environment, diversity and inclusion

The Supplier shall promote a working environment in which its business partners, employees and other third parties working for it treat each other fairly and with understanding and in which harassment, discrimination or bullying is not tolerated.

The supplier is obliged to treat its employees and all persons who come into contact with the supplier, e.g. in the context of a job advertisement, fairly and equally, irrespective of ethnic origin, gender, religion or world view, disability, age or sexual identity.

The supplier shall implement the principles of equal treatment, in particular the obligation to equal pay for equal work and to ensure equal development and promotion opportunities, within the scope of its entrepreneurial activities.

4. Corporate governance

The supplier is obliged to comply with all applicable laws, legal regulations and official requirements within the scope of its business activities and to align and conduct its business operations in accordance with the relevant ten principles of the UN Global Compact.

4.1. Data protection

The Supplier is obliged to comply with the applicable data protection provisions, in particular provisions on cross-border data transmission and cyber security.

Zurich data must always be kept confidential and may only be processed for the purposes agreed with Zurich.

4.2. Protection of confidentiality and business secrets

The supplier shall oblige its employees and its business partners to observe confidentiality and to protect Zurich's business secrets and shall fully protect them from disclosure to third parties.

4.3. Transparency in the involvement of third parties

The supplier is obligated to inform Zurich in advance and in a timely manner about the involvement of its own suppliers so that Zurich can satisfy itself on this basis with reasonable advance notice that this supplier implements the standards set forth in this *Supplier Code of Conduct*. Any suppliers already involved prior to the start of the cooperation with Zurich must be disclosed to Zurich upon request. Zurich may object to the integration for good cause. Good cause shall be deemed to exist in particular if the supplier does not commit to compliance with the obligations resulting from this *Supplier Code of Conduct* or if there are reasons in the sphere of the third party which contradict the standards set out in this *Supplier Code of Conduct*.

4.4. Combating bribery and corruption

The Supplier undertakes to conduct business in a fair and responsible manner and to ensure that its employees and/or agents do not engage in bribery and/or corruption or in business practices of any kind that could give the appearance of undue influence.

4.5. Anti-money laundering, combating the financing of terrorism

The Supplier shall comply with all applicable anti-money laundering and anti-terrorist financing laws and regulations, including appropriate risk awareness and the implementation of appropriate measures to avoid any risks.

4.6. Trade and economic sanctions

The Supplier shall comply with all applicable trade and economic sanctions in all its business activities.

4.7. Records Retention and Management

The supplier is obliged to comply with the requirements for the retention of business documents, in particular to document all business activities carefully, correctly and completely and to retain this documentation in accordance with the law.

4.8. Antitrust law and fair competition

The Supplier shall comply with all national and international antitrust laws and regulations, in particular Art. 101 et seq. of the Treaty on the Functioning of the European Union (TFEU)) and shall not enter into any illegal and restrictive agreements with other competitors.

The Supplier shall comply with all national and international competition laws and regulations and shall not engage in any unfair business practices.

4.9. Trading with securities

The supplier must not trade (either directly or through third parties) in Zurich or other companies' securities on the basis of inside information.

The Supplier shall take fully comprehensive measures to protect the confidentiality of such inside information so that it is only accessible to authorised persons.

The Supplier shall take reasonable measures to avoid any other illegal, false or misleading signals that could influence market behaviour (market manipulation).

4.10. Conflicts of interest

The supplier shall take necessary precautions to avoid conflicts of interest between itself and Zurich or with respect to the employees involved in the business relationship.

The supplier shall disclose to Zurich, upon becoming aware thereof, any conflict of interest or situation that creates the appearance of a conflict of interest or creates an actual conflict of interest in its relationship with Zurich or the performance of the contract.

4.11. Supply chains

The supplier is obliged to monitor risks in its supply chains and to take appropriate measures to reduce risks. The supplier shall identify and assess any risks and implement appropriate measures to avoid risks. The supplier shall apply an appropriate due diligence process for the selection of its suppliers and ensure that its suppliers comply with the requirements set out in this Code of Conduct. The supplier must keep a list of its suppliers who are active in connection with the provision of services to Zurich.

The supplier shall take sufficient precautions to fulfil its obligations towards its suppliers in a timely and complete manner.

Upon request, the supplier shall immediately provide ZURICH with evidence of its supply chain, its suppliers and compliance with the above obligations.

5. Implementation of the Supplier Code of Conduct

5.1. Obligation of the supplier and its business partners

This *Supplier Code of Conduct* is an integral part of the contractual basis between Zurich and its suppliers.

Against this background, the supplier undertakes to implement and comply with all standards defined in this *Supplier Code of Conduct* in addition to the existing contractual provisions between the supplier and Zurich. The supplier shall ensure that the standards described in this *Supplier Code of Conduct* are recognised and implemented by the supplier's employees and business partners.

5.2. Documentation and testing

The supplier undertakes to retain those documents that contain important evidence of compliance with the *Supplier Code of Conduct* and to provide Zurich with information about and access to these documents upon request. Furthermore, the supplier is obligated to regularly review its internal and external business activities for compliance with the standards of this *Supplier Code of Conduct*.

Zurich is entitled to review compliance with this *Supplier Code of Conduct* for good cause and to draw consequences if the supplier violates this *Supplier Code of Conduct*. The review, for which Zurich may also involve third parties who are under an appropriate obligation of confidentiality, shall be conducted in a manner that avoids impairing the supplier's business activities as far as possible. The supplier and Zurich will agree on the manner in which this review will be conducted.

5.3. Reporting obligations

Upon Zurich's request, the supplier shall report to Zurich on the manner in which it implements the standards agreed in this *Supplier Code of Conduct* as well as any violations of the standards defined in this *Supplier Code of Conduct* and implement appropriate measures to remedy any violations of this *Supplier Code of Conduct* and to prevent further violations.

5.4. Consequences of violations

If the supplier identifies violations of the provisions of this *Supplier Code of Conduct*, the supplier shall take appropriate and reasonable measures to remedy the violation and to prevent further violations within a reasonable period of time and inform Zurich thereof. For this purpose, the supplier shall, in particular, also prepare a concept to end the violations and to avoid any further violations.

If the supplier fails to do so or repeatedly violates essential standards of this *Supplier Code of Conduct*, Zurich is entitled to terminate the existing contracts with the supplier for cause.

5.5. Adaptations

Zurich will review this *Supplier Code of Conduct* from time to time and amend it as necessary. Amendments will become effective six (6) weeks after publication of the amended *Supplier Code of Conduct*.

5.6. Subsidiarity

If the obligations under this *Supplier Code of Conduct* conflict with existing contracts between the supplier and Zurich, the contractual obligations shall take precedence over the obligations under this *Supplier Code of Conduct*. This provision shall also apply in particular in cases of doubt.