



Annex

Supplier Code of Conduct

Version 06.2024

1. Preamble

AXA Insurance Ltd (“AXA”) undertakes to run its business in a lawful, ethical, and socially responsible manner corresponding to the highest standards (see AXA Switzerland’s Compliance Guide and Code of Ethics, [AXA.ch/doc/adsua](https://www.axa.ch/doc/adsua)). AXA expects its suppliers (“Supplier”, “Suppliers”) to follow the same standards. The code of conduct for Suppliers (“Code of Conduct”) defines the fundamental working standards with which all of AXA’s Suppliers must comply. The Code of Conduct forms an integral part of the contracts between AXA and its Suppliers. Compliance with these standards is a basic requirement for a long-term cooperative partnership between AXA and its Suppliers. The Supplier undertakes to inform its own suppliers, sub-contractors, and outsourcing partners in an effective manner about the content of this Code of Conduct and to ensure that they similarly comply with the Code of Conduct when doing business.

2. What we expect from our Suppliers

2.1 International economic sanctions

The Supplier undertakes to conduct its business in accordance with UN resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or Switzerland.

2.2 Compliance with laws and standards

The Supplier undertakes to comply with all applicable national and international laws and standards, including:

- Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework;
- the UN Global Compact;
- the UN Principles for Sustainable Insurance;
- the UN Principles for Responsible Investment;
- the Task Force on Climate-related Financial Disclosures (TCFD);
- the Global Deal (OECD);
- the UN-convened Net Zero Asset Owner Alliance (NZAOA).

2.3 Fundamental working standards

2.3.1 Fair working conditions

The Supplier undertakes to recognize its employees’ basic rights and to create fair working conditions for its employees.

2.3.2 Child labor

The use of child labor is strictly forbidden in line with the ILO Conventions¹, the United Nations Convention on the Rights of the Child², as well as national and international regulations.

2.3.3 Forced and involuntary convict labor

The use of forced and involuntary convict labor is strictly forbidden.

The Supplier undertakes to grant its employees the right of termination.

2.3.4 Illegal work

The use of illegal work is strictly forbidden.

2.3.5 Discrimination

The Supplier will ensure that there is equality of opportunity in all employment areas and clearly oppose any kind of harassment. Discrimination on the grounds of gender, skin color, nationality, ethnicity, disability, political conviction, trade-union membership, religion, or sexual orientation is strictly forbidden.

2.3.6 Unacceptable conduct

Unacceptable conduct toward employees that is in any way sexual, threatening, abusive, or exploitative is strictly forbidden.

2.3.7 Working hours

The Supplier undertakes to comply with the maximum working hours as defined in the country in question or, in the absence of such laws and provisions, to comply with a working week of an average of 48 hours and to grant employees one day off work per week. The Supplier recognizes that overtime shall be voluntary and that a maximum of twelve hours of overtime per week must not be exceeded.

2.3.8 Compensation

The Supplier undertakes to compensate its employees appropriately, to pay the defined minimum wage in the country in question, and to comply with all local wage and tariff agreements. In the absence of such agreements, the Supplier undertakes to compensate employees sufficiently such that their basic needs are covered. No reduction in compensation may be made for disciplinary reasons.

2.3.9 Freedom of association and the right to collective bargaining

The Supplier undertakes to recognize its employees’ freedom of association and right to collective bargaining.

2.3.10 Occupational health and safety

The Supplier undertakes to provide its employees with a workplace that is safe and free of health risks.

2.4 Environmental protection

The Supplier undertakes to conduct its business in an ecologically responsible manner and to constantly improve environmental protection.

It is recommended that the Supplier develops and implements an environmental management system based on the ISO 14001 international standard.

2.5 Business ethics, competition law, and conflicts of interest

The Supplier undertakes to conduct its business in accordance with the highest ethical standards and to follow a policy of fair competition. In particular the Supplier undertakes to comply with antitrust and competition laws and provisions, and to disclose to AXA all potential conflicts of interest.

The Supplier undertakes to resolve any conflicts of interest identified, or to settle them to the mutual satisfaction of all parties.

1 ILO Convention No. 138 of June 26, 1973, concerning the minimum age for admission to employment and ILO Convention No. 182 of June 17, 1999, concerning the prohibition and immediate action for the elimination of the worst forms of child labor.

2 Convention of November 20, 1989, on the Rights of the Child.

2.6 Bribery, corruption, and extortion
The Supplier undertakes to combat all forms of bribery, corruption, and extortion and to comply with the corresponding laws and standards.³
In the event that the Supplier is convicted of bribery during the term of the contract or fails to comply with this Section 2.5 or other applicable laws or provisions relating to combating bribery and corruption, this shall be deemed good cause for extraordinary termination of the contract. In such a case, AXA may terminate the supplier relationship with immediate effect in writing without recourse to Section 5, with the contractually agreed Supplier compensation being discontinued from the date of termination.

2.7 Social media
The Supplier will not publish any posts referring to AXA on social media without previously consulting AXA.

2.8 Reporting misconduct
If the Supplier or its employees notice any misconduct with an impact on its business relationship with AXA, these suspicions must be reported to the AXA [whistleblowing hotline](#) : Available under → Private customers → Contact & services → AXA whistleblowing hotline

3. Supplier review
AXA reserves the right to review its Suppliers itself or to have them reviewed through independent third parties, especially according to the standards of [EcoVadis](#).

4. Information and documentation
The Supplier undertakes to inform all its employees about the content of the Code of Conduct and to ensure that all necessary arrangements for compliance with the Code of Conduct have been made.
The Supplier undertakes to keep documents containing important proof concerning compliance with the Code of Conduct and to grant AXA insight into these documents on request.

5. Controls and consequences in the event of a breach

The Supplier undertakes to conduct regular internal controls to ensure compliance with the Code of Conduct. Should a breach of the Code of Conduct be established, the Supplier undertakes to inform AXA of this without delay. AXA reserves the right to check the Supplier's compliance with the Code of Conduct or to have it checked by independent third parties at any time and without prior notice. If a breach of the Code of Conduct is established, the Supplier undertakes to take suitable measures to eliminate this breach and to inform AXA of the measures taken. Compliance with the provisions of the Code of Conduct is of vital importance to AXA. If the Supplier fails to take suitable measures to eliminate breaches of the Code of Conduct immediately, or if repeated breaches are identified, it will no longer be acceptable for AXA to continue the contractual relationships with the Supplier, which constitutes good cause for extraordinary termination of the Supplier relationship. In such cases, AXA thus reserves the right, in addition to its contractual rights, to terminate the Supplier relationship with immediate effect and without further obligation.

6. Changes

AXA regularly reviews the Code of Conduct and reserves the right to make necessary changes. AXA shall inform the Supplier of any important changes. The current version of the Code of Conduct is available at: [AXA.ch/doc/ad6op](#).

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³ For example, according to the ICC Rules of Conduct to Combat Extortion and Bribery in International Business Transactions or the Business Principles for Countering Bribery published by Transparency International.



Supplier confirmation

Supplier name

Date

Date

Last name

Last name

First name

First name

Title

Title

Signature

Signature