



Supplier Code of Conduct

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, <https://www.axa.ch/doc/adsua>) AXA expects its suppliers (the "Supplier") 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 his 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 Compliance with laws and standards

The Supplier undertakes to comply with all applicable national and international laws and standards, including the [United Nations Universal Declaration of Human Rights¹](#) and the [Declaration of the International Labour Organization \("ILO"\) on Fundamental Principles and Rights at Work²](#).

2.2 Fundamental working standards

2.2.1 Fair working conditions

The Supplier undertakes to recognize his employees' basic rights and to create fair working conditions for his employees.

2.2.2 Child labor

The use of child labor is strictly forbidden in line with the ILO Convention³, the United Nations Convention on the Rights of the Child⁴ as well as national and international regulations.

2.2.3 Forced and involuntary convict labor

The use of forced and involuntary convict labor is strictly forbidden.
The Supplier undertakes to grant his employees the right of termination.

2.2.4 Illegal work

The use of illegal work is strictly forbidden.

2.2.5 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.

2.2.6 Unacceptable conduct

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

2.2.7 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.

2.2.8 Compensation

The Supplier undertakes to compensate his employees appropriately and 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.

2.2.9 Freedom of association and the right to collective bargaining

The Supplier undertakes to recognize his employees' freedom of association and right to collective bargaining.

2.2.10 Occupational health and safety

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

2.3 Environmental protection

The Supplier undertakes to conduct his business in an ecologically responsible manner and to constantly improve his environmental protection.
It is recommended that the Supplier develops and implements an environmental management system based on the ISO 14001 international standard.

1 Convention for the Protection of Human Rights and Fundamental Freedoms, signed on November 4, 1950.

2 Adopted by the International Labour Conference at its 86th Session in Geneva on June 18, 1998.

3 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.

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

2.4 Business ethics
The Supplier undertakes to conduct his 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.

2.5 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.⁵

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

2.7 Reporting misconduct
If the Supplier or its employees notice any misconduct or discrepancies, they can report their concerns to the Compliance Office: compliance.office@axa.ch.

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

4. Information and documentation
The Supplier undertakes to inform all his 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. If the Supplier fails to take suitable measures to eliminate the breach or if such breach is subsequently repeated, AXA reserves the right, in addition to the contractual rights, to terminate the supplier relationship with no further obligations.

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: <http://www.axa.ch/doc/afshw>.

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⁵ 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.