



Supplier Code of Conduct **msg life Group**

Version of April 1, 2025

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1 Preamble

As the parent company and representative of all msg life Group companies, msg life ag is a leading provider of software, consulting and cloud solutions with a digital focus for life insurance companies and pension institutions in Europe and health insurance companies in the United States. Well-known companies rely on outstanding industry expertise, a comprehensive range of excellent products and services and more than 40 years of proven experience. Our customers value msg life ag as a reliable partner that impresses with sound advice and intelligent, future-proof software solutions.

msg life ag and its affiliated companies act in accordance with the Code of Conduct. It serves as a foundation and ethical guideline for social, environmental and economic obligations. This Supplier Code of Conduct details everything that msg life expects from suppliers and service providers and therefore serves as the basis for a successful business relationship. msg life requires suppliers, service providers and persons working or deployed on behalf of msg life ('Partners') to comply with all of the following requirements, which are attached to every contract. In particular, this includes compliance with the relevant national and European laws, ordinance and other regulations, as well as the recognised fundamental standards for occupational safety, health and environmental protection, labour and human rights as well as responsible corporate governance. The requirements of this Supplier Code of Conduct to be complied with by the Partner may be amended at any time, with regard to the provisions of the Supply Chain Act relating to human rights and environmental risks, depending on the results of the risk analyses conducted regularly by msg life. In this regard, the Partner shall be notified by msg life one (1) month before any changes come into force and has the option of objecting to them within two (2) weeks of becoming aware of them; msg life shall once again draw the Partner's attention to this separately in individual cases.

2 Principles of social responsibility

Respect for all people, their personal characteristics and their achievements is a cornerstone of successful work and functioning societies. We apply this standard to ourselves as well as to our business partners in the supplier relationship.

2.1 Recognition of and compliance with human rights

The Partner undertakes to respect internationally recognised human rights.

2.2 Protection against discrimination

The Partner undertakes not to treat anyone unequally in its company on the grounds of national or ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or ideology, unless the unequal treatment is justified by the requirements of the employment.

2.3 Appropriate remuneration

The Partner shall ensure compliance with the local applicable minimum wage legislation. In the absence of national minimum wage laws at the Partner's sites, the Partner shall ensure that its employees are remunerated in such a way as to cover the cost of a reasonable standard of living and accumulate a minimum amount of savings. It shall prevent wage or salary reductions from being used as disciplinary measures against its employees. The Partner shall ensure that workers receive timely information on their remuneration basis in a transparent and understandable manner.

2.4 No forced labour

The Partner undertakes not to use forced labour, i.e. that the work is always voluntary and not required under the threat of punishment and – in accordance with the ILO's core labour standards – to refrain from the use of forced or unlawful compulsory labour, e.g. in the form of debt bondage, human trafficking, slavery, slavery-like practices, serfdom or other forms of domination or oppression in the workplace, such as extreme economic or sexual exploitation and humiliation; and that its employees maintain control of their identity documents and that they do not pay any fees or other payments in order to be employed.

2.5 No child labour

The Partner acknowledges and abides by the provisions of the UN Conventions on the Rights of the Child. In particular, it undertakes to comply with the Minimum Age Convention (No. 138) and the Worst Forms of Child Labour Convention (No. 182) of the International Labour Organisation (ILO). In the event of more stringent national provisions relating to child labour, these shall take precedence.

2.6 Freedom of association and collective bargaining

The Partner grants its employees freedom of association and the right to collective bargaining.

2.7 Working hours

The Partner shall ensure that it complies with the applicable laws on working hours. In the absence of state legislation, the Partner shall ensure that its workers are provided with the necessary periods of rest, paid leave and reasonable compensation for overtime.

2.8 Occupational safety

The Partner is responsible for occupational safety and shall take appropriate steps to ensure compliance with national health and occupational safety laws. These measures include, for example, training and regular checks.

2.9 Prohibition of harmful soil alteration, water and air pollution, harmful noise emissions or excessive water consumption

The Partner shall not cause harmful soil alterations, water pollution, harmful noise emissions or excessive water consumption likely to significantly affect the natural basis for the preservation and production of food, deny a person access to safe drinking water, impede or destroy a person's access to sanitary facilities or harm a person's health.

2.10 Prohibition of unlawful eviction and land deprivation

The Partner shall prevent the unlawful eviction or unlawful deprivation of land, forests and bodies of water when acquiring, developing or otherwise using land, forests and bodies of water, the use of which secures a person's livelihood.

2.11 Security personnel

The Partner warrants that it will not hire or use private or public security forces to protect a business project if, due to a lack of training or control on the part of suppliers, the use of security forces violates the prohibition of torture and cruel, inhumane or degrading treatment, causes injury to life or limb or infringes against freedom of association and association.

2.12 Other bans

The Partner is also prohibited from any further action or omission in breach of duty that goes beyond the bans expressly set out in section 2 if, like the aforementioned bans, it is meant to violate one of the aforementioned protected legal positions in a particularly serious manner and the illegality of which is evident after a reasonable assessment of all the circumstances in question.

3 Principles of environmental responsibility

msg life expects all its Partners to endeavour to have a positive influence on the environment.

3.1 Environmental protection

The Partner shall introduce measures to develop responsible action, promote the advancement and distribution of environmentally friendly technologies and support environmentally responsible actions by its employees. In addition, it will comply with national and international environmental standards and laws enacted to protect the environment, always applying the highest standard.

3.2 Avoidance of CO2 emissions and wastage of water

The Partner shall reduce energy consumption and minimise its CO2 emissions as far as possible. It also takes measures to minimise water consumption and ensure that water quality is maintained.

3.3 Use of resources and impact on the local community

No form of criminal environmental activity or reckless exploitation of resources may take place in the Partner's work and production facilities. The immediate vicinity of the production site must not be overexploited or destroyed by harmful substances. The production and extraction of raw materials for production must not contribute to the destruction of resources and income of communities, e.g. by the confiscation of large areas of land or other natural resources on which these communities depend.

3.4 Actively addressing environmental challenges

The Partner shall take a proactive approach to environmental matters. It shall take action to ensure a responsible approach to the environment as a whole and work actively to develop environmentally friendly technologies and products. These aspects of environmental friendliness also apply to Partners that only provide services.

3.5 Specific environmental risks

Furthermore, the Partner shall observe the following bans in particular:

3.5.1 The ban on the manufacture of products with added mercury in accordance with Article 4 (1) of the Minamata Convention, the ban on the use of mercury and mercury compounds in manufacturing processes in accordance with Article 5 (2) of the Minamata Convention, and the ban on the treatment of mercury waste contrary to Article 11 (3) of the Minamata Convention;

3.5.2 The ban on the production and use of chemicals in accordance with Article 3 (1a) and Annex A of the POPs Convention (Stockholm Convention), in so far as it applies under applicable national law in accordance with the POPs Convention, and the ban on the environmentally unsound handling, collection, storage and disposal of waste in accordance with the rules in the relevant legal system in accordance with Article 6 (1d) (i) and (ii) of the POPs Convention;

3.5.3 The ban on the export of waste under Article 1 (1) and (2) of the Basel Convention and under Regulation (EC) No 1013/2006

- to a party which has banned the import of such hazardous and other wastes (Article 4 (1b) of the Basel Convention);
- to an importing state, within the meaning of Article 2 (11) of the Basel Convention, which has not given its written consent to the intended import, provided that the importing state has not prohibited the import of such waste (Article 4 (1c) of the Basel Convention);
- to a non-party to the Basel Convention (Article 4 (5) of the Basel Convention);

- to an importing country if such hazardous waste or other wastes is not treated in an environmentally sound manner in the state of import or elsewhere (Article 4 (8) sentence 1 of the Basel Convention);

3.5.4 The ban on exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Article 4a of the Basel Convention; Article 36 of Regulation (EC) No 1013/2006) and the ban on imports of hazardous and other wastes from a non-party to the Basel Convention (Article 4 (5) of the Basel Convention).

4 Principles of corporate governance

msg life does not tolerate any form of corruption. At the same time, trust and integrity in business dealings are key components of any collaboration with msg life. For this reason, our partners are also required to conduct themselves in a legally, ethically and morally correct manner and with integrity at all times. They must always ensure that all business relationships are subject to the idea of free, transparent and fair competition.

4.1 Combating corruption and avoiding conflicts of interest

The Partner undertakes to comply with all applicable anti-corruption laws and regulations (in particular the German Criminal Code (StGB) for Partners from Germany, the UK Bribery Act for Partners from the United Kingdom and the US Foreign Corrupt Practices Act for Partners from the United States) and to ensure that all corruption in its company is prevented. The Partner shall ensure that its interests and the personal interests of its employees are strictly separated from msg life. All decisions and actions in the course of contractual negotiations and the conclusion of the contract must be taken independently of personal interests and those not directly related to the business in question. These include, for example, facilitation payments, payments to influence the award of a project or donations that could influence the future business relationship. Likewise, the Partner shall ensure that neither its employees nor its subcontractors request charitable donations or other payments or offer them on the assumption that such donations could influence their business relationship or future business with msg life. The Partner must reject such calls for donations without exception.

4.2 Competition and antitrust law

The Partner shall comply with all national and international competition and antitrust laws and regulations, in particular the German Act against Restraints of Competition (GWB) and Article 101 ff. of the Treaty on the Functioning of the European Union (TFEU) if applicable. The Partner shall ensure that there are no anti-competitive agreements with a third party. The Partner warrants that all economic decisions are based on objective criteria, that no unfair business actions are carried out and that actions and decisions are not influenced by personal interests.

4.3 Intellectual property

The Partner shall ensure that intellectual property rights are respected. The transfer of technology and know-how must be implemented in such a way as to ensure the protection of intellectual property rights.

4.4 Confidentiality and data protection

The Partner warrants that all information provided or obtained, in particular personal data, is processed exclusively for legitimate business purposes, for a specific purpose and in a manner that affords an appropriate level of security for the information or personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate state-of-the-art technical and organisational measures. The Partner guarantees compliance with all relevant statutory provisions concerning data protection and information security.

4.5 Money laundering

The Partner shall comply with all applicable anti-money laundering laws and ensure that it does not allow funds of illicit origin to be concealed by its business activities. Before entering into business relationships, the Partner shall verify the identity and integrity of its business partners. When making or receiving payments to business partners, the Partner shall look for indications of money laundering. All business processes are properly documented.

4.6 Export control

The Partner undertakes not to take any actions that contravene the applicable export control regulations, in particular the German Foreign Trade and Payments Act (AWG), if applicable, and the provisions concerning financial sanctions (especially the EU sanctions lists as amended).

5 Implementing provisions and legal consequences

5.1 Risk management and disclosure

msg life expects the Partner to operate a risk management system, identify risks within its supply chain in line with legal requirements and take appropriate action. The Partner shall make all necessary efforts to integrate the principles of this Supplier Code of Conduct into its compliance management system. The Partner hereby undertakes to work exclusively with suppliers who undertake to comply with the principles of this Supplier Code of Conduct.

5.2 Audits

msg life reserves the right to verify compliance with the principles (sections 2 to 4) and implementing provisions (sections 5.1, 5.3 to 5.5 and the duties to cooperate set out in 5.2 and 5.6a) of this Supplier Code

of Conduct. msg life is entitled to carry out a comprehensive review of compliance with the principles of this Supplier Code of Conduct at reasonable intervals, but at least twice (2) a year, regardless of the occasion, or to have it carried out by an auditor. msg life shall give reasonable prior notice of the audit. To this end, the Partner must grant msg life and/or the auditor access to its business premises during its normal business hours (but at least from 8 a.m. to 5 p.m.) and ensure that msg life and/or the auditor has full access to all documents, data and systems in connection with the performance of the contracts. The Partner is entitled to take appropriate steps to protect its trade and business secrets and to protect the confidentiality of its customer data. msg life shall bear the costs of the audit. Should the auditor discover a significant violation of the principles or implementing provisions of this Supplier Code of Conduct, the Partner shall bear the costs of the audit.

5.3 Duty to provide information

The Partner shall regularly inform msg life of any infringements it has identified in its area of business and the measures implemented. Otherwise, on request, the Partner shall inform msg life of any risks or infringements it has identified in its field of business or on the part of its (in)direct upstream suppliers.

5.4 Grievance system

The Partner must pass on information received from msg life about the availability, responsibility and implementation of the grievance mechanism of msg life to its employees in a suitable manner. The grievance mechanism must be accessible to employees whilst protecting the confidentiality of their identities and providing effective protection against repercussions.

Using an email address, msg life offers the opportunity to report human rights and environmental risks as well as breaches of human rights or environmental obligations that have arisen as a result of the business operations of msg life in its own field of business or of a direct or indirect supplier.

Reports can be submitted at any time by email to frank.fahrner@msg.group.

5.5 Training

The Partner is obliged to attend any training and development courses offered by msg life in connection with compliance with the principles (sections 2 to 4) of this Supplier Code of Conduct. msg life shall not pay the wages of the Partner's employees who take part in the training and development courses. msg life shall coordinate with the Partner separately with regard to any travel and accommodation expenses associated with the Partner's participation in training courses.

5.6 Legal consequences of violations

a) Remedy

Should a breach by the Partner of the principles (sections 2 to 4) or implementing provisions (sections 5.1, 5.3 to 5.5 and the duties to cooperate set out in 5.2 and 5.6a) of this Supplier Code of Conduct be identified,



msg life shall notify the Partner in writing and set a reasonable grace period for it to bring its conduct into line with the requirements. msg life may provide support to end or minimise an infringement. The Partner shall provide the information required for this purpose and shall cooperate during the remedial process; in particular, if necessary, it shall work with msg life to develop and implement a plan to end or minimise the infringement.

b) Suspension of contract

If the Partner culpably breaches the principles or implementing provisions of this Supplier Code of Conduct, msg life is entitled to suspend the business relationship temporarily after the fruitless expiry of a grace period.

c) Termination without notice

If, due to a breach by the Partner of the principles or implementing provisions of this Supplier Code of Conduct, it is unreasonable for msg life to continue the Agreement until ordinary termination, msg life may terminate the Agreement after the fruitless expiry of a grace period if msg life threatened to do so when setting the grace period. The right of extraordinary termination without a grace period pursuant to Section 314 (2) sentence 3 of the German Civil Code (BGB) remains unaffected, as does the right to compensation.

6 Consent

Please confirm that you understand the requirements of this Supplier Code of Conduct of msg life and pledge to comply with this Supplier Code of Conduct.

Company name

Surname, name

Date, signature