



SUPPLIER CODE OF CONDUCT

INTRODUCTION

Everest Group is committed to conducting business with integrity and in compliance with all applicable laws and regulations. Toward that goal, Everest Group requires all those (including their employees, representatives, contractors, and subcontractors) who provide Everest Group with goods, products, or services to comply with this Supplier Code of Conduct (hereinafter, the “Supplier”).

BUSINESS INTEGRITY

Everest Group is committed to upholding the highest legal and ethical standards and expects the Supplier to do the same.

Anti-Bribery and Anti-Corruption. Suppliers must adhere to the highest standards of integrity in all business interactions, and they must not engage in corrupt practices of any type. Suppliers must comply with all applicable anti-bribery and anti-corruption laws in the countries where Everest Group operates, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Any and all forms of corruption, extortion, bribery (including facilitation payments), and embezzlement are strictly prohibited and may result in immediate termination and legal action.

Gifts or Other Benefits. Suppliers must not directly or indirectly give, offer, promise, or accept payments or gifts of any size or type for purposes of winning or keeping business, inducing improper behavior, or obtaining any undue influence or improper advantage. In addition, in relation to their business with Everest Group, Suppliers must not give any business-related gift of any size or type to any public official, even if the gift is not intended for an improper purpose.

Fair Competition. Everest Group believes in free competition and fair business practices. We do not allow business practices that seek unfair advantages or misrepresent facts about our business or products. Additionally, we do not allow false or misleading statements about our competitors or their products. Likewise, Suppliers must follow the laws that preserve a fair and competitive marketplace. Suppliers agree to employ fair business practices, including accurate and truthful advertising.

Trade Sanctions and Export Controls. Suppliers must comply with all trade and export control laws that apply to their work with Everest Group. Suppliers must comply with all applicable trade control laws and regulations in the import, export, re-export, or transfer of goods, products, or services (including software and technology). All invoices and any customs or similar documentation submitted to Everest Group or governmental authorities in connection with transactions involving Everest Group must accurately describe the goods, products, or services provided and the price thereof.

Anti-Money Laundering and Tax Evasion Controls. Suppliers must comply with all applicable laws on anti-money laundering and all applicable tax laws, including, but not limited to, the U.K. Criminal Finances Act and all related U.S. laws.

Insider Trading. Suppliers who gain access to any material, non-public information about Everest Group, our clients, or business partners while working with Everest Group must not share that information with others or use it for market trading or to tip anyone else in market trading.

Conflicts of Interest. Suppliers will avoid matters and situations that appear to present conflicts of interest or that may cast doubt on the fairness and integrity of Everest Group’s business. Suppliers must report to Everest Group any situation that may appear as a conflict of interest and disclose to Everest Group if any Everest Group personnel or professional under contract with Everest Group may have an interest of any kind in Supplier’s business or any kind of economic ties with the Supplier.

BUSINESS PRACTICES

Confidentiality. Supplier must safeguard confidential and proprietary information and data. Supplier must design and maintain processes to provide appropriate protections for this information.



Intellectual Property. Supplier must safeguard and take necessary steps to protect all proprietary intellectual property, even if it is public. This includes trademarks, patents, copyrights, inventions, and other proprietary works. Supplier must only use intellectual property of others for the purposes and in the manner authorized in a written contractual agreement.

Privacy. Supplier must comply in all respects with applicable data protection and privacy legislation and never disclose personally identifiable information to anyone outside of Everest Group except as permitted by law and in the proper conduct of our business, where disclosure is required by legal process or with Everest Group's legal approval. Supplier must adhere to Everest Group's Privacy Notice, the most updated version of which is available at [Privacy Notice - Everest Group \(everestgrp.com\)](https://www.everestgrp.com/privacy-notice).

Communications. Supplier may not publish any marketing materials, press releases, or media interviews that include a reference to Everest Group, its clients, or the work being completed together without Everest Group's prior written approval.

Business Records. Supplier must maintain accurate and complete business records on all matters related to Supplier's business with Everest Group. Supplier will provide such business records to Everest Group upon request.

Corporate Social Responsibility. Everest Group recognizes its obligations to act responsibly, ethically, and with integrity in our interactions with all stakeholders including clients, Supplier, communities, and the environment. Supplier will fulfill its obligations to the same and will comply with all applicable laws and regulations, including environmental laws and regulations.

EMPLOYMENT AND WORKING CONDITIONS

Equal Employment Opportunity. Suppliers will provide equal employment opportunities without regard to race, color, religion, sex, pregnancy, genetic information, ethnicity or national origin, age, disability or veteran status, or any other legally protected status.

Nondiscrimination and Anti-Harassment. Supplier will not victimize, harass, or discriminate against any employee or party to a contract due to their sex, gender identity/expression, marital or civil partnership status, race, ethnicity or national origin, disability, religion, sexual orientation, age, or any other legally protected status. Supplier must have policies in place on the same.

Human Trafficking. Everest Group does not tolerate slavery, forced labor, or human trafficking in any form. Suppliers must do the same and fully comply with the applicable legal requirements related to slavery, forced labor, and human trafficking laws (e.g., UK Modern Slavery Act 2015), and Supplier must enact policies to ensure compliance with such laws.

Child Labor. Suppliers must act in compliance with all laws regulating minimum working age for each position, including any laws pertaining to the employment, apprenticeships, and internships of youths and students.

Employment Laws. Suppliers must comply with all applicable local wage and labor laws. Suppliers will provide employees with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work. All use of temporary, dispatch, and outsourced labor must be in accordance with applicable law.

Health and safety. Supplier must proactively manage health and safety risks to provide an incident-free environment where occupational injuries and illnesses are prevented. Supplier must implement management systems and controls that identify hazards and assess and control risk related to their specific industry.

Environment: Suppliers must have a clear understanding of the environmental risks, impacts, and responsibilities associated with their goods, products, or services. Supplier must have in place an effective environmental policy, statement or program to mitigate these risks, the implementation of which is evident through documentation. Supplier will comply with all applicable environmental laws and regulations, and must have, maintain, and comply with all required environmental permits, approvals, and registrations.



Environmental performance should be measured, monitored, and reviewed regularly. Supplier should endeavor to make continuous improvements in environmental performance through practicable measures and employ leading practices where possible.

Supplier should consider the environmental credentials and performance of parties within their own supply chain and require them to operate to a minimum set of standards. Products, goods, or services provided to Everest Group should include options that offer reduced environmental impact by utilizing environmentally sound technologies, processes, and sustainable materials, etc.

COMPLIANCE AND REPORTING

Compliance. Supplier must comply with this Supplier Code of Conduct and all laws and regulations applicable to them. Supplier will maintain compliance systems and be able to demonstrate a satisfactory record of compliance with laws, regulations, and this Supplier Code of Conduct in their business. Supplier will only use subcontractors or other third parties who comply with all applicable laws and regulations and who adhere to the same (minimum) standards set forth in this code of conduct.

Reporting of Violations and Requests for Clarification. Suppliers are required to report any conduct that they believe in good faith violates this Supplier Code of Conduct or applicable laws or regulations. In the event of non-compliance with, or violation of, the Supplier Code of Conduct, Everest Group may give Supplier a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe or incurable, or there is a violation of law. Everest Group may suspend or terminate its relationship with the Supplier and/or disclose the matter to the appropriate authorities if there is a violation of law or this Supplier Code of Conduct.

Monitoring: Everest Group may conduct annual compliance surveys to confirm compliance with this Supplier Code of Conduct. However, Everest Group expects that Service Providers will actively audit and monitor their day-to-day management process with respect to this Supplier Code of Conduct and provide evidence to Everest Group upon request.

Version 1

Effective date: March 6, 2023