

Supplier Code of Conduct

1. Introduction

This Everywhen Supplier Code of Conduct outlines the standards and behaviours expected from our Suppliers. We are committed to conducting business ethically and with integrity and we pride ourselves on fostering collaborative and responsible relationships that align with our business values and principles. Those values and principles are reflected in this Code of Conduct and whilst this Code of Conduct does not form part of our contract together, we expect our Suppliers (and each affiliate and any third party instructed by our Suppliers to provide services to us) to have their own equivalent codes of conduct in places which upholds these values and principles.

References to “Everywhen”, “we”, “us” or “our” are to the advice-led and community-focused set of insurance intermediaries and risk advisors that make up **Everywhen**, contracting under legal entities such as **Advisory Insurance Brokers Limited**, **Geo Underwriting Services Limited**, **Health and Protection Solutions Limited**, **Usay Limited**, **The Broker Network Limited** and their respective affiliates and references to “Supplier”, “you” or “your” are references to a Supplier that provides goods and services to Ardonagh’s Everywhen group of businesses..

2. Updating this Code of Conduct

We may modify this Code of Conduct from time to time by posting an updated version on our Supplier Portal. We recommend that you regularly check the Supplier Portal for any changes to this Code of Conduct. Your continued performance of any services that you (or your sub-contractors) provide to us following publication of an updated version of this Code of Conduct shall constitute your deemed acceptance of any changes to this Code of Conduct.

3. Compliance with Laws and Regulations and Competing Standards

Suppliers must comply with all applicable laws and regulations in force from time to time, including but not limited to those relating to labour, health and safety, the environment, and financial conduct as stipulated by the Financial Conduct Authority (FCA), and such other applicable laws and regulations as further described in this Code of Conduct.

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with us and the provisions of this Code of Conduct, the Supplier shall meet the most stringent standard.

4. Supply Chain Due Diligence

The Supplier shall carry out due diligence in accordance with good industry practice on any third party representative that may form part of its supply chain, including:

- utilising risk assessments and third party supplier intelligence and/or questionnaires as part of its due diligence processes to manage and monitor risk;
- carrying out investigations into its third party representatives' stance, public statements, compliance with applicable laws and regulations and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment; and

- verifying its third party representatives' ability to meet the values and principles set out in this Code of Code.

The Supplier agrees that you shall provide Everywhen with supporting information in relation to its due diligence processes to assist us and enable us to carry out our own due diligence and pro-actively manage risk.

5. Ethical Business Practices

The Supplier must adopt a fair and ethical business environment, ensuring that business decisions are made impartially, including:

- compliance with all applicable competition laws (including but not limited to the Competition Act 1998), and such laws relating to teaming and information sharing with competitors, price fixing and rigging bids; and
- taking measures to avoid conflicts of interest and notifying Everywhen in writing if a conflict of interest arises or if you reasonably suspect that a conflict of interest may arise.

6. Prohibiting Bribery and Corruption

The Supplier shall comply with all applicable laws, codes and regulations relating to the prevention of bribery, corruption and fraud (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023) and the Supplier shall have appropriate policies and procedures in place which uphold the principles of anti-bribery and anti-corruption. As a minimum, you shall not:

- accept, offer, promise, pay, permit or authorise:
 - bribes, facilitation payments, kickbacks or illegal political contributions;
 - money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; and/or
 - any other unlawful or improper payments or benefits;
- engage in any activity, practice or conduct that would constitute fraud or a fraud offence under the Economic Crime and Corporate Transparency Act 2023; and
- evade or facilitate the evasion of tax by another person anywhere in the world.

7. Labour and Human Rights

Suppliers must respect the rights of workers and comply with all applicable labour laws and human rights, including:

- **Prohibiting slavery, human trafficking, forced and child labour:** The Supplier (and its third party representatives, including sub-contractors) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015. This includes, but is not limited to, not supporting or engaging or requiring any forced

labour, the use of child labour (and you shall take all necessary measures to verify the age of your workers), bonded labour, indentured labour and prison labour.

- **Ensuring fair wages and working hours:** The Supplier must compensate all workers with wages and benefits that at a minimum meet the higher of:
 - the minimum wage and benefits established by applicable law;
 - collective agreements;
 - industry standards; and
 - an amount sufficient to cover basic living requirements.

Working hours must comply with applicable law on working time. Overtime should be voluntary, and workers should be compensated fairly and lawfully for such overtime work.

- **Providing a safe and healthy working environment:** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable UK health and safety laws and regulations and any other applicable laws where it operates. This includes, carrying out regular risk assessments and implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries, and providing access to necessary safety equipment. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

8. Environmental, Social, and Governance (ESG) Responsibilities

The Supplier shall ensure that its operations comply with all applicable environmental laws, including but not limited to, laws relating to climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials and including the following ESG principles:

- **Environmental Sustainability:** Minimize environmental impact by reducing waste, conserving energy, and using sustainable resources. Suppliers should report greenhouse gas emissions and work towards net-zero emissions by 2050.
- **Social Responsibility:** Promote diversity, equity, and inclusion within the workplace. Ensure fair treatment of all employees and support community engagement initiatives.
- **Governance:** Maintain high standards of corporate governance, including transparent reporting and accountability practices.

9. Prevention of Sexual Harassment

In accordance with the Worker Protection (Amendment of Equality Act 2010) Act, the Supplier must take reasonable steps to prevent sexual harassment in the workplace. This includes:

- implementing a clear policy against sexual harassment;
- providing training to all employees on recognising and preventing sexual harassment;
- establishing reporting mechanisms for incidents of sexual harassment;

- conducting regular risk assessments to identify and mitigate potential risks of sexual harassment; and
- ensuring that any incidents of sexual harassment are promptly and thoroughly investigated, and appropriate action is taken.

10. Artificial Intelligence (AI)

The Supplier shall give Everywhen as much advance notice as possible if it proposes to use an artificial intelligence (AI) system to provide goods or services to Everywhen.

The Supplier shall implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable:

- laws and regulations (including guidance and codes of practice issued by a relevant regulatory authority); and
- industry requirements and standards.

Without limiting the Supplier's obligations under this paragraph 10, the Supplier shall:

- ensure that any AI systems developed or used by the Supplier (or its sub-contractors) are robust, secure, and safe throughout the entire lifecycle of the contract in place with Everywhen;
- not use or retain Everywhen data or confidential information for the purposes of training or inputting into any AI system or model without prior written approval of Everywhen;
- develop and use AI systems in a way that respects human rights and human-centric values, including, fairness, privacy and data protection and avoiding discrimination and bias;
- be transparent about when and how AI (including, any outputs from AI systems) are used as part of the services it or its sub-contractors provide to Everywhen, and provide supporting information to Everywhen on request;
- establish and maintain appropriate governance, risk management, policies and procedures that promote the responsible, accountable and ethical use of AI systems; and
- where appropriate, ensure that decisions or outcomes from an AI system are contestable.

You must be able to demonstrate in writing to Everywhen's reasonable satisfaction that you have embedded these requirements into your AI practices.

Where Suppliers uses third-party providers to develop an AI system, it must implement appropriate risk management and supervision measures to ensure that such third-party providers adhere to the standards set out in this Paragraph 10.

11. Financial Conduct Authority (FCA) Requirements

Suppliers must comply with all relevant FCA regulations, including:

- ensuring operational resilience and continuity of services;
- maintaining accurate and transparent financial records;
- adhering to anti-money laundering (AML) and counter-terrorist financing (CTF) regulations; and
- implementing robust data protection and cybersecurity measures.

12. Monitoring and Reporting

Suppliers must maintain accurate records to demonstrate compliance with this Code of Conduct and provide these records to us upon request. Suppliers are also expected to report any actual or suspected violations of this Code of Conduct to us as soon as possible.

13. Continuous Improvement

We encourage our Suppliers to continuously improve their practices and to work with us to achieve higher standards of ethical conduct and sustainability.

14. Consequences of Non-Compliance

Failure by the Supplier or its representatives to comply with this Code of Conduct may result in Everywhen and its group no longer using the Supplier for delivery of goods or services to its businesses. Everywhen may in accordance with the contract that it has in place with you:

- terminate its business relationship with you; and/or
- require you to produce a remediation plan specifying the actions that you will take that will lead to compliance with the Code of Conduct and present it to Everywhen as reasonably requested to do so. Everywhen may also suspend the business relationship with the Supplier while remediation is ongoing.

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