

ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED

SUPPLIER CODE OF CONDUCT

ICICI Lombard General Insurance Company Limited ('the Company') is committed to conducting its business with highest standards of compliance and ethical conduct. This Supplier Code of Conduct ('Code') has been adopted to summarize the standards of business conduct that must guide the actions of the suppliers. The Code are set of guidelines drawn from ethos, values of the Company and globally accepted Environmental, Social, & Governance (ESG) standards & guidelines.

The Company expects its suppliers to observe highest standards of integrity, honesty, fairness, discipline, decorum and ethical conduct while working for the Company as well as while representing the Company as stipulated by the Code.

Applicability

The Supplier Code of Conduct is applicable to suppliers / vendors / contractors / consultants / third parties (collectively referred to as "suppliers"), that engage with and/or provide goods or services to the Company. All the material suppliers are expected to promptly ensure compliance to the Code.

Environmental

Rules and Regulations: The suppliers are expected to operate in compliance with applicable statutory and regulatory requirements concerning environmental management with the spirit of preserving environment, avoiding wasteful use of natural resources and treating waste in an environmentally sound manner.

Business Practices: The suppliers are encouraged to adopt best practices in environmental management to minimize and mitigate the impact of their products / services / operations on external environment to the maximum extent possible.

Performance: The suppliers are expected to work towards tracking and reporting environmental performance.

Community: The suppliers shall ensure its operations are in harmony with community and shall not infringe upon land, forest and water rights of the community.

I. Social

Health & Safety: The suppliers should provide a healthy and safe work environment for employees, visitors and third parties, abiding by the conditions and requirements as per applicable labour laws and other regulatory requirements in respective geographies. They are encouraged to adopt best practices in proactively managing occupational health & safety aspects including providing training and personal protective equipment (PPE), wherever required. Further, the suppliers are also required to comply with requirements of Prevention of Sexual Harassment at Workplace, 2013.

Prohibit the use of forced & bonded labour: The suppliers should not use any forced labour or bonded labour. The term 'forced or bonded labour' means any work performed by an employee that is involuntary and / or performed under threat of physical harm or other penalty and for which the person has not offered himself or herself voluntarily, including bonded (including debt bondage, trafficked or slave), indentured and involuntary prison labour, inclusive of human trafficking and slavery.

Prohibition of Child labour: The suppliers should ensure that all age limits for prescribed work be followed as stated under local labour laws. The Company will not accept engagement or support child labour in any form.

Wages, working hours and other conditions of work: The suppliers shall adhere to the regulatory requirements with respect to working hours including payment of minimum wages, leave periods, and holidays. The suppliers shall develop a transparent and reliable system for the recording of working hours and wages for all the employees / workforce.

Diversity, Equity & Inclusiveness: The suppliers shall not engage in any discrimination or distinction, exclusion or preference made on the basis of race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments or any other basis protected by law. All conditions of employment must be based on an individual's ability to do the job, not on the basis of personal characteristics or beliefs.

Disciplinary action / Grievance Redressal: The suppliers shall strive to have a Gender-Neutral Policy that prohibits unwelcome advances, requests for sexual favours, or other verbal or physical misconduct where such misconduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. The suppliers shall provide a fair and formal mechanism for personnel to raise any grievances regarding workplace concerns, including concerns involving harassment, violence and discrimination, to the attention of management for appropriate resolution without fear of retaliation. The suppliers shall ensure that disciplinary matters are addressed in a fair manner in accordance with a pre-established process that fully engages and provides a voice to the employee / workforce.

Confidentiality: The Company's confidential information is a valuable asset. Suppliers must maintain the confidentiality of sensitive information (i.e., information that is not in public domain) relating to the Company which comes to them in the course of discharge of their duties or in any other manner. However, disclosures may be made if such disclosure is authorized by the Company or is legally mandated.

Confidential information includes information that is not in public domain that might be useful to competitors or that could be harmful to the Company or its customers if

disclosed. It includes intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business, research and new product plans, objectives and strategies, records, databases, salary and benefits data, employee medical information, customer, employee and suppliers' lists and any unpublished financial or pricing information.

Proprietary and confidential information include any system, information or process that gives the Company an opportunity to obtain an advantage over competitors; non-public information about the Company businesses, its customers and its employees and any other non-public information received.

II. Governance

Compliance with Applicable Laws and Regulations: The suppliers shall comply with applicable laws, regulations or prescriptions and obtain and maintain required permits, approvals and registrations.

Financial Records, Money Laundering: The suppliers must ensure that business and commercial dealings are transparently performed and accurately recorded in the suppliers' books and records. Further, there should be no actual or attempted participation in any money laundering activity.

Anti-Bribery and Anti-Corruption: The suppliers shall not engage in corruption, bribery or any activity (including improper payments, fraud, extortion) that may imply involvement in corruption or bribery when working for or with the Company.

Gifts and Entertainment: The suppliers shall refrain from offering or receiving any invitations to sporting or cultural events, holidays or other recreational trips, transportation, invitations to lunches or dinners, gifts, entertainment, or any other benefit such as free goods or services, employment or sales opportunities to any employee of the Company or third party on behalf of the Company.

Protecting assets of Company: The assets of the Company shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorised. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets such as proprietary information, intellectual property, and relationships with value-chain partners of the Company. The Suppliers shall take steps to adhere to the intellectual property rights of the Company including but not limited to the copyrights, patents, trade secrets and trademarks of the Company

Conflict of Interest: This includes situations where an employee or director of the Company may have an interest of any kind in the suppliers business, whether through personal relationships, investments, directorships or any kind of economic ties with the suppliers. In event of any such conflict of interest arising at the time of empanelment or prior/post/during engagement, suppliers shall promptly disclose such situations to the Company.

Cybersecurity and Information Security: The suppliers shall comply with obligations under the contractual requirements and ensure robust cybersecurity

measures are implemented to address technical and organizational security measures to safeguard against unauthorized access, breaches, and cyber threats.

All information shared by or on behalf of the Company should be treated as confidential and protected from any unauthorized disclosure, both during transmission and storage:

1. Data Purging:

- Suppliers must have policies and procedures in place for timely and secure data purging or disposal. This includes the proper destruction of data that is no longer required for contractual or legal obligations.
- Any data no longer needed for contractual or legal purposes must be systematically and irreversibly removed.
- Data purging certificate shall be shared with the Company once the data is deleted when no longer required.

2. Data Protection:

- Suppliers must handle personal data with the utmost care and comply with relevant data protection laws. Personal data should only be processed for legitimate and specified purposes as outlined in the agreement.
- Adequate measures must be taken to ensure the accuracy, integrity, and protection of personal data throughout its lifecycle.

3. Privacy:

- Suppliers are required to respect individual privacy rights and refrain from any unauthorized use or disclosure of personal information. Any data collection, processing, or sharing must be transparent and lawful.
- Obtaining necessary consents from individuals for data processing should be a priority, particularly where mandated by applicable privacy laws.

4. Compliance:

- Suppliers are expected to comply with relevant laws, regulations, and industry standards related to cybersecurity, information security, data purging, data protection, and privacy. Periodic assessments must be conducted to ensure ongoing compliance and to identify areas for improvement.

5. Incident Response:

- Suppliers should have a well-defined incident response plan to address and mitigate cybersecurity incidents or data breaches promptly.
- In the event of any security incidents impacting data, the Company must be promptly notified within 6 hours of the incident becoming known at infosec@icicilombard.com or ilomhelpdesk@icicilombard.com

6. Third-Party Management:

- Suppliers engaging third parties for services related to the Company must ensure that they adhere to similar cybersecurity and data protection standards.
- Failure to comply with these standards may result in reassessment of the business relationship.
- The Company shall have the right to audit the information security controls and relevant documentation of supplier associated with the products / services provided to the Company. The Company may conduct audits annually or more frequently if deemed necessary. The audit scope shall be reasonably related to the products / services delivered and compliance with the terms of agreement executed between the supplier and the Company

Insider Trading: The Company complies with SEBI (Prohibition of Insider Trading) Regulations, 2015. During the course of engagement, if the supplier becomes aware of any Unpublished Price Sensitive Information (“UPSI”) relating to the Company, the supplier shall ensure:

(a) Not to disclose UPSI to anyone inside and / or outside the Company including family and friends

(b) Not to trade in the securities (equity / derivatives) of the Company either through self or through Portfolio Investment Servicer provider or through immediate relatives till such UPSI is available in public domain

Third-party engagement by supplier: The suppliers should not engage in practices relating to or sub-contracting to organizations which employ child and / or forced labour at any stage of the service delivery process.

III. Business Continuity

The Company expects its suppliers to manage business continuity risk in terms of ensuring availability of critical services to the Company during a disaster/catastrophic event. Therefore, suppliers are required to have plans in place for their business to continue with minimal interruption in the event of an emergency, crisis situation, natural disaster or terrorist/security related event. Suppliers are expected to share these plans as requested by the Company.

IV. Compliance

Suppliers will not use the name or brand of the Company for advertisement or solicitation for business without prior approval of the Company.

The Company will support, train, educate and empower its suppliers as necessary for complying with herein mentioned Code from time to time.

Further the Company encourages its suppliers to implement their own binding guidelines for ethical behaviour. The Company may undertake assessments of select suppliers on a periodic basis to ensure adherence to the Code on parameters as maybe determined by the Company from time to time. In cases where a supplier is found to not be in compliance with this Code, the Company will support the supplier

on an improvement/ remediation/ corrective action plan. If the supplier continues to be not in compliance with this Code, the Company may take steps to review the terms of the contract.

Further the Company may either terminate the contract or require reimbursement for any costs associated with a violation of this Code.

Reporting of Concerns / Complaints:

In case of violation of this Code, communication can be sent in writing through a letter to the appropriate authority at, ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Prabhadevi, Mumbai 400025. Further, the communication may also be sent through an e-mail addressed to accountsoperations@icicilombard.com. Additional modes of communication or access would be available in appropriate or exceptional situations.

Declaration and compliance commitment

We hereby confirm that we have received, read and understood our responsibilities under this Supplier Code of Conduct, and declare our commitment to ensure adherence to this Code in letter and spirit. We shall take measures to disseminate this Code to our relevant employees / agents / representatives / sub-contractors. We understand and agree that ICICI Lombard General Insurance Company Limited reserves the right, upon reasonable notice, to evaluate adherence to the requirements of this Code.

We hereby confirm that the undersigned has the necessary authorization(s) to provide the requisite declarations and undertakings on behalf of the suppliers to the Company.

Supplier details:

Name:

Authorised signatory name:

Designation:

(Signature with organization seal)

Date:

Place: