

Code of Conduct for Suppliers

December 17, 2021

Code of Conduct for Suppliers

1. Preamble

This Code of Conduct for Suppliers (in the following referred to as the “Code of Conduct”) has been established as a contractually binding framework to guide and support external parties to act in accordance with SimCorp’s values and its core business principles. Trading with external parties is a precondition for conducting our business, whether products and services are destined internal use or as part of client deliverables.

Further, the Code of Conduct is established as a means of ensuring that SimCorp continuously maintains a high standard in its engagement with its suppliers, which is in line with what can be expected from SimCorp as a company and a signatory to UN Global Compact, hereunder its Ten Principles. Sustainable procurement is a priority in SimCorp. We therefore assess the impact of all purchases thoroughly and include relevant variables in our selection criteria.

It should be noticed that some of the provisions of the Code of Conduct are closely linked to various legislative requirements whereas other provisions describe conduct aligned with SimCorp’s values. We ask you to familiarize yourself with the provisions of this Code of Conduct and to let these be reflected when acting as an external party doing business with SimCorp.

This Code of Conduct is supplementary to other policies and guidelines of SimCorp, such as IT Security Policy, Travel Policy, procurement contracts etc., and this Code of Conduct does not constitute a replacement of such policies, guidelines and contracts.

In case of doubt as to whether Supplier actions are compliant with this Code of Conduct, the issue at hand must be discussed with SimCorp as your business partner.

2. Governance

2.1 Scope

This Code of Conduct applies to any supplier of SimCorp, including subcontractors, contingent workers and consultants, collectively “Suppliers”.

The Code of Conduct applies from procurement contract signature and remains applicable for the entire contract period or as set forth in such contracts.

2.2 Acknowledgment of compliance

By default, this Code of Conduct is embedded into SimCorp’s tender material and commercial contracts with its Suppliers, either by attachment or hyperlink. Consequently, SimCorp expects Suppliers to comply with the terms herein. Suppliers shall carry these terms forward to subcontractors where those shall provide products or services indirectly to SimCorp (if allowed under the contract between the Supplier and SimCorp) and under the Supplier’s responsibility.

2.3 Enforcement and failure to comply

Suppliers are requested to observe strict compliance of the contents of this Code of Conduct to protect itself and SimCorp as a business partner from legal risk and regulatory sanctions.

2.4 Reporting misconduct

Suppliers shall have in place proper grievance and whistleblowing measures to allow employees to report actual or suspected misconduct without fear of reprisal. Suppliers shall:

- Clearly communicate these measures to their employees
- Allow employees acting individually or with other workers to submit a grievance without suffering any penalty or retaliation
- Record, investigate and process employee grievances raised.

Note that SimCorp also has a [Whistleblower Policy](#) in place through which suspicions of non-compliance may be reported.

3. Commitment to SimCorp

3.1 Corruption and bribery

- We expect that Suppliers and their personnel respect and uphold SimCorp's commitment to responsible business practices. As such, Suppliers shall not engage in any form of corrupt practices, including extortion, fraud, bribery in the form of gifts or entertainments or sponsorship and donations, facilitation payments, or money laundering, whether direct or indirect.
- SimCorp's Suppliers are required to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest, including in its dealings with SimCorp. Suppliers shall provide notification to all affected parties in the event that an actual or potential conflict of interest arises.
- SimCorp's suppliers are expected to adhere to existing laws that regulate competition, in particular to anti-trust and competition laws.
- Purchases carried out by SimCorp are based upon informed decisions made in an open, honest and transparent manner. Consequently, SimCorp does not accept gifts or hospitality from existing or potential Suppliers or their representatives unless such gifts are infrequent and of minimal value and cannot reasonably be perceived as an attempt to compromise the integrity or objectivity of the recipient in question.

3.2 Environment and climate

- We strongly encourage Suppliers to carry out operations with care for the environment and strive for continuous improvements to mitigate or minimize any adverse impacts on the environment.
- SimCorp's Suppliers are expected to Integrate environmental considerations into procurement

practices and educate employees on how they can support this area.

- SimCorp's Suppliers must comply with all relevant local and national environmental regulations and maintain all applicable licenses, registrations or permits.

3.3 Human rights and labor rights

- We expect our suppliers to comply with the Universal Declaration of Human Rights and the core Conventions of the International Labor Organization (ILO).
- SimCorp expect Suppliers to afford equal opportunity to all existing employees and qualified applicants and work to promote an inclusive and diverse workplace. Further, we encourage Suppliers to have in place programs and initiatives to advance diversity, equity and inclusion within their business.
- We expect Suppliers and their personnel to treat employees fairly and provide a workplace which supports a diverse workplace free from discrimination in hiring, compensation, access to training, promotion, termination, retirement, working conditions, job assignments, benefits and discipline based on personal characteristics. This includes ethnic background, race, religion, age, gender, disability, sexual orientation, outlook or social status.
- Suppliers shall respect employees' and other workers' rights to join or refrain from joining any lawful workers' association or collective bargaining association of their choice, or, when restricted, alternative forms of independent and free workers representation. Suppliers shall not discriminate against worker representatives and employees who choose to affiliate or not affiliate.
- Suppliers are expected to take all relevant precautions, technical and organizational measures to preserve the confidentiality and security of Simcorp employees' personal data, and in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties,

- Forced labor or other forced or compulsory labor, including child labor, is never to be used by Suppliers. Employees shall enjoy the freedom of movement during their employment and be permitted to terminate employment after reasonable notice. Suppliers shall not retain original identification documents, deposits or financial guarantees or withhold wages outside of a legal contractual agreement.

3.4 Commercial conduct

Suppliers must, at relevant times

- Provide maximum transparency and detail in commercial matters, hereunder realistic budgets, timelines, capabilities and potential risks
- Deliver the contracted tasks and services with integrity and in accordance with the agreed terms and conditions.

4. Protection of information

4.1 Confidentiality

As part of the contractual engagement with SimCorp, Supplier as a corporation as well as their individual employees are under a duty of confidentiality in respect of information that they gain access to when carrying out services for SimCorp.

4.2 Trade secrets

Some of the confidential information relating to SimCorp also qualifies as trade secrets. Trade secrets include without limitation material concerning SimCorp's business, developing methods, products, programming, legal contracts, and research and other material protected by legislation around trade secrets.

Trade secrets are not to be unlawfully acquired from SimCorp or used or disclosed to third parties, whether during or after Suppliers' engagement with SimCorp.

4.3 Personal data

SimCorp and its clients are subject to applicable laws on the protection of personal data and Suppliers are therefore asked to observe special attention and care if they gain access to data that can be related to a physical person. If relevant, a Data Processing Agreement will be signed with the Supplier.

4.4 Insider information and trading

All information which – if made publicly known – could affect the price of securities or derivatives is considered inside information. If Suppliers during the assignment with SimCorp gains access to inside information, either in SimCorp or at the site of SimCorp clients, Suppliers may not:

- Engage in transactions of the securities or derivatives affected. This includes personal account dealing as well as dealing on behalf of third parties. (Trading Prohibition)
- Recommend or motivate third parties to engage in transactions with the securities or derivatives affected. (Recommendation Prohibition)
- Use that information in any way other than in the proper performance of the agreed duties (Distribution Prohibition).

Suppliers are kindly asked to notice that insider trading is not only in breach of the policies of SimCorp or those of SimCorp's clients, but it also constitutes a criminal offence, which may lead to fines and/or imprisonment.



About SimCorp

SimCorp offers industry-leading, integrated investment management solutions.

Our platform and ecosystem, comprising partners, services, and third-party connectivity empowers us to provide 40% of the world's top 100 financial companies with the efficiency and flexibility needed to succeed.

With over 25 offices around the world, and more than 2,200 employees, we are a truly global, collaborative team that connects every continent and industry seamlessly.

For more information, see www.simcorp.com